

Table of Contents

| | |
|---------------------------------|----|
| Original Sheet No. 1 | 6 |
| Original Sheet No. 2 | 7 |
| Original Sheet No. 3 | 8 |
| Original Sheet Nos. 4 Through 5 | 9 |
| First Revised Sheet No. 5 | 10 |
| Original Sheet No. 6 | 11 |
| Original Sheet Nos. 7 Through 9 | 13 |
| Original Sheet No. 10 | 14 |
| Original Sheet No. 11 | 15 |
| Original Sheet No. 12 | 16 |
| Original Sheet No. 13 | 17 |
| Original Sheet No. 14 | 18 |
| Original Sheet No. 15 | 19 |
| Original Sheet No. 16 | 20 |
| Original Sheet No. 17 | 21 |
| Original Sheet No. 18 | 22 |
| Original Sheet No. 19 | 23 |
| Original Sheet No. 20 | 24 |
| Original Sheet No. 21 | 25 |
| Original Sheet No. 22 | 26 |
| Original Sheet No. 23 | 27 |
| Original Sheet No. 24 | 28 |
| Original Sheet No. 25 | 29 |
| Original Sheet No. 26 | 30 |
| Original Sheet No. 27 | 31 |
| Original Sheet No. 28 | 32 |
| Original Sheet No. 29 | 33 |
| Original Sheet No. 30 | 34 |
| Original Sheet No. 31 | 35 |
| Original Sheet No. 32 | 36 |
| Original Sheet No. 33 | 37 |
| Original Sheet No. 34 | 38 |
| Original Sheet No. 35 | 39 |
| Original Sheet No. 36 | 40 |
| Original Sheet No. 37 | 41 |
| Original Sheet No. 38 | 42 |
| Original Sheet No. 39 | 43 |
| Original Sheet No. 40 | 44 |
| Original Sheet No. 41 | 45 |
| Original Sheet No. 42 | 46 |
| Original Sheet No. 43 | 47 |
| Original Sheet No. 44 | 48 |
| Original Sheet No. 45 | 49 |
| Original Sheet No. 46 | 50 |
| Original Sheet No. 47 | 51 |

| | |
|---------------------------------|----|
| Original Sheet No. 48 | 52 |
| Original Sheet No. 49 | 53 |
| Original Sheet No. 50 | 54 |
| Original Sheet No. 51 | 55 |
| Original Sheet No. 52 | 56 |
| Original Sheet No. 53 | 57 |
| Original Sheet No. 54 | 58 |
| Original Sheet No. 55 | 59 |
| Original Sheet No. 56 | 60 |
| Original Sheet No. 57 | 61 |
| Original Sheet No. 58 | 62 |
| Original Sheet No. 59 | 63 |
| Original Sheet No. 60 | 64 |
| Original Sheet No. 61 | 65 |
| Original Sheet No. 62 | 66 |
| Original Sheet No. 63 | 67 |
| Original Sheet No. 64 | 68 |
| Original Sheet No. 65 | 69 |
| Original Sheet No. 66 | 70 |
| Original Sheet No. 67 | 71 |
| Original Sheet No. 68 | 72 |
| Original Sheet No. 69 | 73 |
| Original Sheet No. 70 | 74 |
| Original Sheet No. 71 | 75 |
| Original Sheet No. 72 | 76 |
| Original Sheet No. 73 | 77 |
| Original Sheet No. 74 | 78 |
| Original Sheet No. 75 | 79 |
| Original Sheet No. 76 | 80 |
| Original Sheet No. 77 | 81 |
| Original Sheet No. 78 | 82 |
| Original Sheet No. 79 | 83 |
| Original Sheet No. 80 | 84 |
| Original Sheet No. 81 | 85 |
| First Revised Sheet No. 81A | 86 |
| First Revised Sheet No. 81B | 87 |
| First Revised Sheet No. 81C | 88 |
| Third Revised Sheet No. 81D | 89 |
| Sub Third Revised Sheet No. 81E | 90 |
| Third Revised Sheet No. 81F | 91 |
| Second Revised Sheet No. 81G | 92 |
| Second Revised Sheet No. 81H | 93 |
| Second Revised Sheet No. 81I | 94 |
| Original Sheet No. 81E1 | 95 |
| Original Sheet No. 81F1 | 96 |
| Original Sheet No. 82 | 97 |

| | |
|----------------------------------|-----|
| Original Sheet No. 83 | 98 |
| Original Sheet No. 84 | 99 |
| Original Sheet No. 85 | 100 |
| Original Sheet No. 86 | 101 |
| Original Sheet No. 87 | 102 |
| First Revised Sheet No. 87A | 103 |
| Original Sheet No. 88 | 104 |
| Original Sheet No. 89 | 105 |
| Original Sheet No. 89A | 106 |
| Original Sheet No. 90 | 107 |
| Original Sheet No. 91 | 108 |
| Original Sheet No. 92 | 109 |
| Original Sheet No. 93 | 110 |
| Original Sheet No. 94 | 111 |
| Original Sheet No. 95 | 112 |
| Original Sheet No. 96 | 113 |
| Original Sheet No. 97 | 114 |
| Third Sub Original Sheet No. 97A | 115 |
| Third Sub Original Sheet No. 97B | 116 |
| Sub Original Sheet No. 97C | 117 |
| Original Sheet No. 98 | 118 |
| Original Sheet No. 99 | 119 |
| Original Sheet No. 100 | 120 |
| Original Sheet No. 101 | 121 |
| Original Sheet No. 102 | 122 |
| Original Sheet No. 103 | 123 |
| Original Sheet No. 104 | 124 |
| Original Sheet No. 105 | 125 |
| Original Sheet No. 106 | 126 |
| Original Sheet No. 107 | 127 |
| Original Sheet No. 107A | 128 |
| Original Sheet No. 108 | 129 |
| Original Sheet No. 109 | 130 |
| Original Sheet No. 110 | 131 |
| Original Sheet No. 111 | 132 |
| Original Sheet No. 112 | 133 |
| Original Sheet No. 113 | 134 |
| Original Sheet No. 114 | 135 |
| Original Sheet No. 115 | 136 |
| Original Sheet No. 116 | 137 |
| Original Sheet No. 117 | 138 |
| Original Sheet No. 118 | 139 |
| Original Sheet No. 119 | 140 |
| Original Sheet No. 120 | 141 |
| Original Sheet No. 121 | 142 |
| Original Sheet No. 122 | 143 |

| | |
|------------------------------|-----|
| Original Sheet No. 123 | 144 |
| Original Sheet No. 124 | 145 |
| Original Sheet No. 125 | 146 |
| Original Sheet No. 126 | 147 |
| Original Sheet No. 127 | 148 |
| Original Sheet No. 128 | 149 |
| Original Sheet No. 129 | 150 |
| Original Sheet No. 130 | 151 |
| Original Sheet No. 131 | 152 |
| Original Sheet No. 132 | 153 |
| Original Sheet No. 133 | 154 |
| Original Sheet No. 134 | 155 |
| Original Sheet No. 135 | 156 |
| Original Sheet No. 136 | 157 |
| Original Sheet No. 137 | 158 |
| Original Sheet No. 138 | 159 |
| Original Sheet No. 139 | 160 |
| Original Sheet No. 140 | 161 |
| Original Sheet No. 141 | 162 |
| First Revised Sheet No. 142 | 164 |
| First Revised Sheet No. 143 | 165 |
| First Revised Sheet No. 144 | 166 |
| First Revised Sheet No. 145 | 167 |
| First Revised Sheet No. 146 | 168 |
| First Revised Sheet No. 147 | 169 |
| First Revised Sheet No. 148 | 170 |
| First Revised Sheet No. 149 | 171 |
| First Revised Sheet No. 150 | 172 |
| First Revised Sheet No. 151 | 173 |
| First Revised Sheet No. 152 | 174 |
| First Revised Sheet No. 153 | 175 |
| First Revised Sheet No. 154 | 176 |
| First Revised Sheet No. 155 | 177 |
| First Revised Sheet No. 156 | 178 |
| First Revised Sheet No. 157 | 179 |
| First Revised Sheet No. 158 | 180 |
| First Revised Sheet No. 159 | 181 |
| First Revised Sheet No. 160 | 182 |
| First Revised Sheet No. 161 | 183 |
| First Revised Sheet No. 162 | 184 |
| First Revised Sheet No. 163 | 185 |
| First Revised Sheet No. 164 | 186 |
| First Revised Sheet No. 165 | 187 |
| First Revised Sheet No. 166 | 188 |
| First Revised Sheet No. 166A | 189 |
| First Revised Sheet No. 166B | 190 |

| | |
|---|-----|
| First Revised Sheet No. 166C | 191 |
| First Revised Sheet No. 167 | 192 |
| Second Revised Sheet No. 168 | 193 |
| First Revised Sheet No. 169 | 194 |
| Third Revised Sheet No. 170 | 195 |
| First Revised Sheet Nos. 171 Thorough 179 | 197 |
| First Revised Sheet No. 180 | 198 |
| First Revised Sheet No. 181 | 199 |
| First Revised Sheet No. 182 | 200 |
| First Revised Sheet No. 183 | 201 |
| First Revised Sheet No. 184 | 202 |
| First Revised Sheet No. 185 | 203 |
| First Revised Sheet No. 186 | 204 |
| First Revised Sheet No. 187 | 205 |
| First Revised Sheet No. 188 | 206 |
| First Revised Sheet No. 189 | 207 |
| First Revised Sheet No. 190 | 208 |
| First Revised Sheet No. 191 | 209 |
| First Revised Sheet No. 192 | 210 |
| First Revised Sheet No. 193 | 211 |
| First Revised Sheet No. 194 | 212 |
| First Revised Sheet No. 195 | 213 |
| First Revised Sheet No. 196 | 214 |
| First Revised Sheet No. 197 | 215 |
| First Revised Sheet Nos. 198 And 199 | 216 |
| Second Revised Sheet No. 200 | 217 |

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Original Sheet No. 1 Viking Gas Transmission Company: Original Volume No. 1
Original Sheet No. 1 : Superseded

TABLE OF CONTENTS

| | Sheet No. |
|--|-----------|
| VOLUME NO. 1 | |
| Preliminary Statement..... | 2 |
| System Map..... | 3 |
| Notice of Rates and Other Tariff Rate Changes..... | 6 |
| Rate Schedules: | |
| Firm Transportation Service (FT-A)..... | 10 |
| Firm Transportation Service (FT-GS)..... | 16 |
| Interruptible Transportation Service (IT)..... | 21 |
| Rate Schedule AOT..... | 26 |
| Load Management Service (LMS) | 31 |
| General Terms and Conditions..... | 39 |
| Forms of Service Agreements: | |
| Firm Transportation..... | 88 |
| Interruptible Transportation..... | 98 |
| Transportation Service Request Form..... | 107 |
| Customer Nomination Form..... | 117 |
| Operational Balancing Agreement (Points of Receipt) | 119 |
| Operational Balancing Agreement (Points of Delivery) | 126 |
| Form of Release Request..... | 133 |
| Form of Bid..... | 135 |
| Form of Released Transportation Agreement..... | 136 |
| Index of Shippers..... | 141 |

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Original Sheet No. 2 Original Sheet No. 2 : Superseded

PRELIMINARY STATEMENT

Viking Gas Transmission Company (Viking) is a natural gas transmission company engaged in the business of transporting natural gas in interstate commerce. Viking's transmission system extends in a southeasterly direction from the International Boundary near Emerson, Manitoba, Canada, through the States of Minnesota and Wisconsin to its terminus at Marshfield, Wisconsin.

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Original Sheet No. 3 Original Sheet No. 3 : Superseded

System Map

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Original Sheet Nos. 4 Through 5 Original Sheet Nos. 4 Through 5 : Superseded

Sheet Nos. 4 Through 5 are Reserved for Future Use

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First Revised Sheet No. 5 First Revised Sheet No. 5 : Superseded
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First Revised Sheet No. 5 Reserved for Future Use.

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Original Sheet No. 6 Original Sheet No. 6 : Superseded

NOTICE OF RATES AND OTHER TARIFF RATE CHANGES
 (Rates Per Dekatherm)

| Retention | Base | Adjustment Under Articles | | Rate After | Fuel and Loss |
|--------------------------|----------|---------------------------|----------|---------------|---------------|
| 2/ Rate Schedule | Tariff | ----- | | Current | Percentages |
| Summer | Rate | XVIII | XIX | Adjustment 1/ | Winter |
| ===== | ===== | ===== | ===== | ===== | ===== |
| Monthly Demand Rates | | | | | |
| ----- | | | | | |
| FT-A | | | | | |
| Zone 1 - 1 | \$2.05 | \$0.08 | | \$2.13 | |
| Zone 1 - 2 | \$3.17 | \$0.08 | | \$3.25 | |
| Zone 2 - 2 | \$1.35 | \$0.08 | | \$1.43 | |
| Minimum Rate | \$0.00 | \$0.00 | | \$0.00 | |
| Daily Demand Rates | | | | | |
| ----- | | | | | |
| FT-A | | | | | |
| Zone 1 - 1 | \$0.0674 | \$0.0026 | | \$0.0700 | |
| Zone 1 - 2 | \$0.1042 | \$0.0026 | | \$0.1068 | |
| Zone 2 - 2 | \$0.0444 | \$0.0026 | | \$0.0470 | |
| Minimum Rate | \$0.0000 | \$0.0000 | | \$0.0000 | |
| Commodity Rates | | | | | |
| ----- | | | | | |
| FT-A - Maximum Rates | | | | | |
| 1.13% Zone 1 - 1 | \$0.0018 | \$0.0147 | \$0.0023 | \$0.0188 | 1.35% |
| 2.21% Zone 1 - 2 | \$0.0018 | \$0.0147 | \$0.0023 | \$0.0188 | 2.65% |
| 0.40% Zone 2 - 2 | \$0.0018 | \$0.0147 | \$0.0023 | \$0.0188 | 0.48% |
| Minimum Rate | \$0.0018 | | \$0.0023 | \$0.0041 | |
| FT-GS: | | | | | |
| Commodity | \$0.1703 | \$0.0213 | \$0.0023 | \$0.1939 | |
| Minimum Rate | \$0.0018 | | \$0.0023 | \$0.0041 | |
| IT and AOT | | | | | |
| 1.13% Zone 1 - 1 | \$0.0691 | \$0.0147 | \$0.0023 | \$0.0861 | 1.35% |
| 2.21% Zone 1 - 2 | \$0.1061 | \$0.0147 | \$0.0023 | \$0.1231 | 2.65% |
| 0.40% Zone 2 - 2 | \$0.0462 | \$0.0147 | \$0.0023 | \$0.0632 | 0.48% |
| Minimum Rate | \$0.0018 | | \$0.0023 | \$0.0041 | |
| LMS - Daily Overrun Rate | \$0.1061 | | | \$0.1061 | |
| ----- | | | | | |

1/ Pursuant to Article XVIII of the General Terms and Conditions, the Gas Research Institute (GRI) Surcharge is not applicable to service for other interstate pipelines who are members of GRI, but shall be

added to
the other charges under Transporter's Rate Schedules.

Pursuant to Article XIX of the General Terms and Conditions the Annual Charge Adjustment (ACA)
Surcharge
of \$.0023 per dekatherm shall be added to other charges under Transporter's Rate Schedules.

2/ Fuel and Losses Retention Percentages shall be applicable to all transportation rate schedules.

Transportation Fuel and Loss Retention Percentages are inclusive of .4% for Gas Lost and
Unaccounted

For. Transportation entirely by backhaul will incur only the .4% Gas Lost and Unaccounted For
factor.

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Original Sheet Nos. 7 Through 9 Original Sheet Nos. 7 Through 9 : Superseded

Sheet Nos. 7 Through 9 are Reserved for Future Use

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Original Sheet No. 10 Original Sheet No. 10 : Superseded

RATE SCHEDULE FT-A
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Transporter for any Shipper which has executed a Transportation Agreement wherein Transporter agrees to transport natural gas for Shipper's account up to the specific maximum daily quantity specified in such Transportation Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 The service rendered shall be the transportation of natural gas up to the maximum daily quantity set out in the Transportation Agreement performed under Subparts B or G of Part 284 of the Commission's Regulations. Firm transportation service under this Rate Schedule shall be provided (i) to sales customers which have converted their firm sales entitlement to firm transportation service, (ii) to firm transportation customers which have converted their firm service under other rate schedules to service under this Rate Schedule, and (iii) to the extent Transporter determines firm capacity is available, to any Shipper in the order in which such Shipper has fulfilled the requirements of Section 3 below and in accordance with Article III of the General Terms and Conditions; provided, however, Transporter shall not commence service until Transporter and Shipper have executed a Transportation Agreement.

2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule except as provided in Section 5.3.

2.3 Service shall be provided on a firm basis. However, service may be curtailed for any of the reasons set out in Article X of the General Terms and Conditions.

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting firm transportation service must qualify pursuant to Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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FERC Docket: RS92- 52-001

Original Sheet No. 11 Original Sheet No. 11 : Superseded

RATE SCHEDULE FT-A (continued)

3.2 All Shippers requesting firm transportation service must execute a Transportation Agreement in accordance with the provisions of Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff. An executed Transportation Agreement should be sent to:

Director of Transportation Services
Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511

4. DELIVERY AND RECEIPT POINTS; PRESSURE; UNIFORM QUANTITIES

- 4.1 Primary Receipt Points: A Shipper may designate as a Primary Receipt Point under this Rate Schedule any eligible receipt point covered by an OBA to the extent that (i) capacity is available on a firm basis at such receipt point, or (ii) Shipper utilized such receipt point as of November 1, 1992, as a firm receipt point for service under this Rate Schedule or for a firm sales or firm transportation service converted to service under this Rate Schedule.
- 4.2 Secondary Receipt Points: Any eligible receipt point on Transporter's system covered by an OBA shall be available as a Secondary Receipt Point.
- 4.3 Primary Delivery Points: A Shipper may designate as a Primary Delivery Point under this Rate Schedule any eligible delivery point on Transporter's system covered by an OBA to the extent that (i) capacity is available on a firm basis at such delivery point, or (ii) Shipper utilized such delivery point, as of November 1, 1992, as a firm delivery point for service under this Rate Schedule or for a firm sales or firm transportation service converted to service under this Rate Schedule.
- 4.4 Secondary Delivery Points: Any eligible delivery point on Transporter's system covered by an OBA shall be available as a Secondary Delivery Point.
- 4.5 A receipt or delivery point on Transporter's system shall be deemed to be covered by an OBA if (i) the Operator of such point has entered into an OBA with Transporter in the form set forth in this tariff and such OBA is in full force and effect, or (ii) the Operator of such point is an interconnecting pipeline who has entered into an OBA with Transporter in the form set forth in this tariff or otherwise and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Transporter shall continue to receive gas at a receipt point(s) and deliver gas at a delivery point(s) previously covered by an OBA in the event of the termination of such OBA, provided that the Operator of such point is exercising reasonable efforts to enter promptly into a new OBA with Transporter in the form set forth in this tariff or in a form acceptable to Transporter.

RATE SCHEDULE FT-A (Continued)

- 4.6 Gas Quantities at Receipt/Delivery Points: The maximum daily quantity at any receipt point shall not exceed the quantity which Shipper's supplier has agreed to deliver at such point. The sum of the maximum daily quantities applicable to all receipt points or applicable to all delivery points may not exceed the maximum daily quantity under Shipper's Transportation Agreement.
- 4.7 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Transporter's system at such point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s), subject to minimum pressure requirements specified in the Transportation Agreement.
- 4.8 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.

5. RATES AND CHARGES

- 5.1 Applicable Rates and Charges: The rates and charges for service under this Rate Schedule shall be the Transportation Rates, and if applicable, any charges pursuant to Section 5.
- 5.2 Transportation Rates: The applicable Transportation Rates for service under this Rate Schedule are the applicable maximum Reservation and Commodity Rates shown on the effective Tariff Sheet No. 6; provided, however, Transporter has the right at any time and from time to time to adjust the Reservation and Commodity Rates applicable to any service upon agreement with Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity Rates established for this Rate Schedule and set forth on the effective Tariff Sheet No. 6. In the event the Shipper has designated multiple Primary Receipt and/or Primary Delivery Points, a Weighted Average Reservation Rate shall be applied to the total maximum daily transportation quantity specified in the Transportation Agreement. The Weighted Average Reservation Rate shall be determined as follows: (1) for each Primary Receipt and Primary Delivery Point combination available under the Transportation Agreement the applicable Reservation Rate shall be multiplied by the maximum daily transportation quantity applicable to that receipt and delivery point combination; (2) the sum of the amounts derived for each Primary Receipt and Primary Delivery Point combination shall be divided by the total maximum daily transportation quantity specified in the Transportation Agreement.

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Original Sheet No. 13 Original Sheet No. 13 : Superseded

RATE SCHEDULE FT-A (Continued)

The sum of the maximum daily transportation quantities applicable to each Primary Receipt and Primary Delivery Point combination shall not exceed the total maximum daily transportation quantity under the Transportation Agreement.

On any day that Shipper schedules transportation service at a Primary or Secondary Receipt Point(s) in an upstream rate zone in excess of the maximum daily quantity applicable to such rate zone or schedules transportation service at a Primary or Secondary Delivery Point(s) in a downstream rate zone in excess of the maximum daily quantity applicable to such rate zone, Shipper shall pay a charge equal to the difference between the applicable daily reservation rates for the upstream and downstream rate zones on the quantity of gas received or delivered in excess of the maximum daily quantity of the respective rate zone.

In the event Transporter and Shipper agree to establish a fixed rate to be charged for the duration of the transportation service, such rate will be set forth in the applicable Transportation Agreement.

- 5.3 New Facilities Charge: In addition to the charges pursuant to Section 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup 100% of the cost of facilities (including applicable income taxes) constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Transporter's estimated cost prior to any construction activity, unless another form of payment is otherwise mutually agreed upon.

Transporter will construct only those facilities to render transportation services hereunder which interconnect with facilities that either cross or are immediately adjacent to Transporter's existing facilities; provided, however, that Transporter shall not construct facilities hereunder which will result in the expansion or diminishment of Transporter's mainline capacity or which compromise the operational integrity of Transporter's pipeline system. Transporter will own and operate all facilities constructed.

- 5.4 Incidental Charges: In addition to the charges pursuant to Section 5.2 and 5.3 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.

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Original Sheet No. 14 Original Sheet No. 14 : Superseded

RATE SCHEDULE FT-A (Continued)

5.5 Overrun Charge: If Shipper should on any day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an operational flow order pursuant to Article VIII of the General Terms and Conditions, then such excess quantity shall constitute an overrun quantity. A Shipper may obtain Transporter's advance approval of an overrun quantity during periods when an OFO is not in effect or when an overrun quantity would not be inconsistent with the terms of an OFO. If Shipper obtains Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Transportation Agreement and this Rate Schedule designed on a 100% load factor basis multiplied by the amount of the overrun quantity, unless the parties mutually agree otherwise. If Shipper does not obtain Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter an overrun charge equal to fifteen dollars (\$15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Transporter may have against Shipper for Shipper's unauthorized overrun.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery multiplied by the applicable percentage shown on effective Sheet No. 6 in Transporter's FERC Gas Tariff; provided, however, (i) for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown on effective Sheet No. 6, and (ii) the fuel percentage may be reduced to any level not less than the actual fuel required for a transaction.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Reservation Charge: A reservation rate or rates determined under Section 5.2 multiplied by the maximum daily quantities applicable to the month as specified in the Transportation Agreement; and
- (b) Commodity Charge: The applicable Commodity Rate(s) under Section 5.2 multiplied by the applicable quantities of gas delivered in the month; and
- (c) Other Charges: If applicable, any New Facilities Charge pursuant to Section 5.3, any Incidental Charges pursuant to Section 5.4, and any Overrun Charges pursuant to Section 5.5.

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FERC Docket: RS92- 52-001

Original Sheet No. 15 Original Sheet No. 15 : Superseded

RATE SCHEDULE FT-A (Continued)

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Transporter's General Terms and Conditions specified in Volume I of Transporter's Tariff, which are incorporated into this Rate Schedule.

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Original Sheet No. 16 Original Sheet No. 16 : Superseded

RATE SCHEDULE FT-GS
FIRM TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on a firm basis by Transporter for any Shipper:

- (a) served under Rate Schedule SR-2 on October 31, 1992;
- (b) with a maximum daily quantity of 1,000 Dth or less; and
- (c) electing such service and executing a Firm Transportation Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Firm transportation service under this Rate Schedule shall be provided only to Shippers that received service under Transporter's Rate Schedule SR-2 prior to November 1, 1992. A Shipper executing a Transportation Agreement under this Rate Schedule shall have a maximum daily quantity equivalent to the maximum daily quantity contained in such Shipper's former service agreement under Rate Schedule SR-2.
- 2.2 A Shipper executing a Transportation Agreement under this Rate Schedule has the right to make an election to convert its service in its entirety to firm transportation service under Rate Schedule FT-A by providing written notice of such election on or before June 1 of any year. Such conversion shall be effective as of November 1 of the same year.
- 2.3 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule except as provided in Section 5.3.
- 2.4 Service shall be provided on a firm basis. However, service may be curtailed for any of the reasons set out in Article X of the General Terms and Conditions or whenever necessary to maintain gas quality or the integrity of Transporter's system.

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Original Sheet No. 17 Original Sheet No. 17 : Superseded

RATE SCHEDULE FT-GS (Continued)

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting firm transportation service must qualify pursuant to Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

3.2 All Shippers requesting firm transportation service must execute a Transportation Agreement in accordance with the provisions of Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff. An executed Transportation Agreement should be sent to:

Director of Transportation Services
Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511

4. DELIVERIES AND RECEIPTS

4.1 Primary Receipt Points: A Shipper may designate as a Primary Receipt Point under this Rate Schedule any eligible receipt point covered by an OBA to the extent that (i) capacity is available on a firm basis at such receipt point, or (ii) Shipper utilized such receipt point as of November 1, 1992, as a firm receipt point for service under this Rate Schedule or for a firm sales or transportation service converted to service under this Rate Schedule.

4.2 Secondary Receipt Points: Any eligible receipt point on Transporter's system covered by an OBA shall be available as a Secondary Receipt Point.

4.3 Primary Delivery Points: A Shipper may designate as a Primary Delivery Point under this Rate Schedule any eligible delivery point on Transporter's system covered by an OBA to the extent that (i) capacity is available on a firm basis at such delivery point, or (ii) Shipper utilized such delivery point, as of November 1, 1992, as a firm delivery point for service under this Rate Schedule or for a firm sales or transportation service converted to service under this Rate Schedule.

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FERC Docket: RS92- 52-001

Original Sheet No. 18 Original Sheet No. 18 : Superseded

RATE SCHEDULE FT-GS (Continued)

- 4.4 Secondary Delivery Points: Any eligible delivery point on Transporter's system covered by an OBA shall be available as a Secondary Delivery Point.
- 4.5 A receipt or delivery point on Transporter's system shall be deemed to be covered by an OBA if (i) the Operator of such point has entered into an OBA with Transporter in the form set forth in this tariff and such OBA is in full force and effect, or (ii) the Operator of such point is an interconnecting pipeline who has entered into an OBA with Transporter in the form set forth in this tariff or otherwise and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Transporter shall continue to receive gas at a receipt point(s) and deliver gas at a delivery point(s) previously covered by an OBA in the event of the termination of such OBA, provided that the Operator of such point is exercising reasonable efforts to enter promptly into a new OBA with Transporter in the form set forth in this tariff or in a form acceptable to Transporter.
- 4.6 Gas Quantities at Receipt/Delivery Points: The maximum daily quantity at any receipt point shall not exceed the quantity which Shipper's supplier has agreed to deliver at such point. The sum of the maximum daily quantities applicable to all receipt points or applicable to all delivery points may not exceed the maximum daily quantity under Shipper's Transportation Agreement.
- 4.7 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Transporter's system at such point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s), subject to minimum pressure requirements specified in the Transportation Agreement.
- 4.8 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.

5. RATES AND CHARGES

- 5.1 Applicable Rates and Charges: The rates and charges for service under this Rate Schedule shall be the Transportation Rates, and if applicable, any charges pursuant to Section 5.
- 5.2 Transportation Rates: The applicable Transportation Rates for service under this Rate Schedule are the applicable maximum Commodity Rates shown on the effective Tariff Sheet No. 6; provided, however, Transporter has the right at any time and from time to time to adjust the Commodity Rates applicable to any service upon notice to Shipper to any level not less than the minimum or more than the maximum Reservation and Commodity

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Original Sheet No. 19 Original Sheet No. 19 : Superseded

RATE SCHEDULE FT-GS (Continued)

Rates established for this Rate Schedule and set forth on the effective Tariff Sheet No. 6. The sum of the maximum daily transportation quantities applicable to each receipt and delivery point combination shall not exceed the total maximum daily transportation quantity under the Transportation Agreement.

- 5.3 New Facilities Charge: In addition to the charges pursuant to Section 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup 100% of the cost of facilities (including applicable income taxes) constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based upon Transporter's estimated cost prior to any construction activity, unless another form of payment is otherwise mutually agreed upon.

Transporter will construct only those facilities to render transportation services hereunder which interconnect with facilities that either cross or are immediately adjacent to Transporter's existing facilities; provided, however, that Transporter shall not construct facilities hereunder which will result in the expansion or diminishment of Transporter's mainline capacity or which compromise the operational integrity of Transporter's pipeline system. Transporter will own and operate all facilities constructed.

- 5.4 Incidental Charges: In addition to the charges pursuant to Section 5.2 and 5.3 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.
- 5.5 Overrun Charge: If Shipper should on any day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an operational flow order pursuant to Article VIII of the General Terms and Conditions, then such excess quantity shall constitute an overrun quantity. If Shipper obtains Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Transportation Agreement and this Rate Schedule designed on a 100% load factor basis multiplied by the amount of the overrun quantity, unless the parties mutually agree otherwise. If Shipper does not obtain Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter an overrun charge equal to fifteen dollars (\$15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Transporter may have against Shipper for Shipper's unauthorized overrun.

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Original Sheet No. 20 Original Sheet No. 20 : Superseded

RATE SCHEDULE FT-GS (Continued)

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery multiplied by the applicable percentage shown on effective Sheet No. 6 in Transporter's FERC Gas Tariff; provided, however, (i) for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown on effective Sheet No. 6, and (ii) the full percentage may be reduced to any level not less than the actual fuel required for a transaction.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Commodity Charge: The applicable Commodity Rate(s) under Section 5.2 multiplied by the applicable quantities of gas transported in the month; and
- (b) Other Charges: If applicable, any New Facilities Charge pursuant to Section 5.3, any Incidental Charges pursuant to Section 5.4, and any Overrun Charges pursuant to Section 5.5.

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or future rights or obligations, whether of a like or different character.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Transporter's General Terms and Conditions specified in Volume I of Transporter's Tariff, which are incorporated into this Rate Schedule.

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FERC Docket: RS92- 52-001

Original Sheet No. 21 Original Sheet No. 21 : Superseded

RATE SCHEDULE IT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by Transporter for any Shipper which has executed a Transportation Agreement wherein Transporter agrees to transport gas for Shipper's account up to a specific maximum daily quantity.

2. APPLICABILITY AND CHARACTER OF SERVICE

2.1 Interruptible transportation services under this Rate Schedule shall be provided when and to the extent that Transporter determines that capacity is available in its existing facilities without detriment or disadvantage to Transporter's firm transportation customers. Transporter may interrupt service to any Shipper under this Rate Schedule at any time and without prior notice to the extent required to provide service to any firm transportation customer under Rate Schedules FT-A, FT-GS or LMS. Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Interruption and the allocation of available interruptible capacity shall be in accordance with Article III of the General Terms and Conditions.

2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule. Further, Transporter shall not be required to provide any service that threatens the integrity of its system.

2.3 Transporter shall not be required to transport gas under this Rate Schedule when the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide such transportation service.

3. QUALIFICATION FOR SERVICE

3.1 All Shippers requesting new interruptible transportation service must qualify for service pursuant to Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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FERC Docket: RS92- 52-001

Original Sheet No. 22 Original Sheet No. 22 : Superseded

RATE SCHEDULE IT (Continued)

3.2 All Shippers requesting interruptible transportation service must execute a Transportation Agreement in accordance with the provisions of Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff. An executed Transportation Agreement should be sent to:

Director of Transportation Services
Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511

4. DELIVERIES AND RECEIPTS

4.1 Receipt Points: The Receipt Point(s) for all gas transported by Transporter under this Rate Schedule shall be at all designated receipt points on Transporter's system covered by an OBA.

4.2 Delivery Points: The Delivery Point(s) for all gas transported by Transporter under this Rate Schedule shall be at all designated delivery points on Transporter's system covered by an OBA.

4.3 A receipt or delivery point on Transporter's system shall be deemed to be covered by an OBA if (i) the Operator of such point has entered into an OBA with Transporter in the form set forth in this tariff and such OBA is in full force and effect, or (ii) the Operator of such point is an interconnecting pipeline who has entered into an OBA with Transporter in the form set forth in this tariff or otherwise and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Transporter shall continue to receive gas at a receipt point(s) and deliver gas at a delivery point(s) previously covered by an OBA in the event of the termination of such OBA, provided that the Operator of such point is exercising reasonable efforts to enter promptly into a new OBA with Transporter in the form set forth in this tariff or in a form acceptable to Transporter.

4.4 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Transporter's system at such point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).

4.5 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.

RATE SCHEDULE IT (Continued)

5. RATES AND CHARGES

- 5.1 Applicable Rates: The rates for service under this Rate Schedule are the applicable maximum rates shown on effective Sheet No. 6 of Transporter's FERC Gas Tariff; provided, however, that Transporter has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule, including the component for fuel and losses, upon agreement with Shipper to any level not less than the minimum or more than the maximum rates. In the event that Transporter makes such an adjustment, such adjusted rate shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Transporter and shall be applicable solely for the period agreed upon by Shipper and Transporter.

In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, such rate will be set forth in the applicable Transportation Agreement.

- 5.2 New Facilities Charge: In addition to the rates pursuant to Section 5.1 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup 100% of the cost of facilities (including applicable income taxes) constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based on Transporter's estimated cost prior to any construction activity, unless another form of payment is otherwise mutually agreed upon.

Transporter will construct only those facilities to render transportation services hereunder which interconnect with facilities that either cross or are immediately adjacent to Transporter's existing facilities; provided, however, Transporter shall not construct facilities hereunder which will result in the expansion or diminishment of Transporter's mainline capacity or which compromise the operational integrity of Transporter's pipeline system. Transporter will own and operate all facilities constructed.

- 5.3 Incidental Charges: In addition to the rates and charges pursuant to Section 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.

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FERC Docket: RS92- 52-001

Original Sheet No. 24 Original Sheet No. 24 : Superseded

RATE SCHEDULE IT (Continued)

5.4 Overrun Charge: If Shipper should on any day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an operational flow order pursuant to Article VIII of the General Terms and Conditions, then such excess quantity shall constitute an overrun quantity. If Shipper obtains Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Transportation Agreement and this Rate Schedule designed on a 100% load factor basis multiplied by the amount of the overrun quantity, unless the parties mutually agree otherwise. If Shipper does not obtain Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter an overrun charge equal to fifteen dollars (\$15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Transporter may have against Shipper for Shipper's unauthorized overrun.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery multiplied by the applicable percentage shown on effective Sheet No. 6 of Transporter's FERC Gas Tariff; provided, however, (i) for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown on effective Sheet No. 6 and (ii) Transporter may reduce the fuel percentage to any level not less than the actual level required for a transaction.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Applicable Rates: The applicable rates as determined pursuant to Section 5.1 multiplied by the quantity of natural gas actually delivered by Transporter to Shipper from each point of receipt to the corresponding point of delivery; and
- (b) Other Charges: If applicable, any New Facilities Charge pursuant to Section 5.2, Incidental Charges pursuant to Section 5.3 and Overrun Charges pursuant to Section 5.4.

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FERC Docket: RS92- 52-001

Original Sheet No. 25 Original Sheet No. 25 : Superseded

RATE SCHEDULE IT (Continued)

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or further rights or obligations, whether of a like or different character.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Transporter's General Terms and Conditions specified in Volume I of Transporter's Tariff, which are incorporated into this Rate Schedule.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 26 Original Sheet No. 26 : Superseded

RATE SCHEDULE AOT
INTERRUPTIBLE TRANSPORTATION SERVICE

1. AVAILABILITY

This Rate Schedule is available for the transportation of natural gas on an interruptible basis by Transporter for any Shipper which

- (i) received service under Rate Schedule AO or authorized overrun transportation service under Rate Schedule T-9 prior to November 1, 1992, provided that the quantity of service received by Shipper under this Rate Schedule shall not exceed the quantity of authorized overrun service received by Shipper under Rate Schedule AO or T-9; and
- (ii) has elected service under this Rate Schedule and has executed a Transportation Agreement.

2. APPLICABILITY AND CHARACTER OF SERVICE

- 2.1 Interruptible transportation services under this Rate Schedule shall be provided when and to the extent that Transporter determines that capacity is available in its existing facilities without detriment or disadvantage to Transporter's firm transportation customers. Transporter may interrupt service to any Shipper under this Rate Schedule at any time and without prior notice to the extent required to provide service to any firm transportation customer under Rate Schedules FT-A, FT-GS or LMS. Interruption of service includes decreasing, suspending, or discontinuing either the receipt or delivery of gas. Interruption and the allocation of available interruptible capacity shall be in accordance with Article III of the General Terms and Conditions.
- 2.2 Transporter shall not be required to install, operate or maintain any additional facilities in order to provide transportation service under this Rate Schedule. Further, Transporter shall not be required to provide any service that threatens the integrity of its system.
- 2.3 Transporter shall not be required to transport gas under this Rate Schedule when the total quantity of gas scheduled for transportation is less than that required to operate existing compression facilities necessary to provide such transportation service unless the shipper requesting such service provides at its own cost the additional quantity of gas required to operate such facilities.

3. QUALIFICATION FOR SERVICE

- 3.1 All Shippers requesting new interruptible transportation service must qualify for service pursuant to Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff.

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FERC Docket: RS92- 52-001

Original Sheet No. 27 Original Sheet No. 27 : Superseded

RATE SCHEDULE AOT (Continued)

- 3.2 All Shippers requesting interruptible transportation service must execute a Transportation Agreement in accordance with the provisions of Article XXII of the General Terms and Conditions of Transporter's FERC Gas Tariff. An executed Transportation Agreement should be sent to:

Director of Transportation Services
Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511

4. DELIVERIES AND RECEIPTS

- 4.1 Receipt Points: The Receipt Point(s) for all gas transported by Transporter under this Rate Schedule shall be all designated receipt points on Transporter's system covered by an OBA.
- 4.2 Delivery Points: The Delivery Point(s) for all gas transported by Transporter under this Rate Schedule shall be all designated delivery points on Transporter's system covered by an OBA.
- 4.3 A receipt or delivery point on Transporter's system shall be deemed to be covered by an OBA if (i) the Operator of such point has entered into an OBA with Transporter in the form set forth in this tariff and such OBA is in full force and effect, or (ii) the Operator of such point is an interconnecting pipeline who has entered into an OBA with Transporter in the form set forth in this tariff or otherwise and such OBA is in full force and effect. Notwithstanding anything in this Rate Schedule to the contrary, Transporter shall continue to receive gas at a receipt point(s) and deliver gas at a delivery point(s) previously covered by an OBA in the event of the termination of such OBA, provided that the Operator of such point is exercising reasonable efforts to enter promptly into a new OBA with Transporter in the form set forth in this tariff or in a form acceptable to Transporter.
- 4.4 Pressures: Shipper shall deliver gas to Transporter at the pressure required from time to time to enable the gas to enter Transporter's facilities at the Receipt Point(s), but in no event shall such pressure exceed the maximum allowable operating pressure of Transporter's system at such point(s). Transporter shall deliver gas to Shipper or Shipper's designee at Transporter's line pressure existing at the Delivery Point(s).
- 4.5 Uniform Quantities: As nearly as practicable, Shipper shall deliver and receive gas in uniform hourly quantities during any day.

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Original Sheet No. 28 Original Sheet No. 28 : Superseded

RATE SCHEDULE AOT (Continued)

5. RATES AND CHARGES

5.1 Applicable Rates: The rates for service under this Rate Schedule are the applicable maximum rates shown on effective Sheet No. 6 of Transporter's FERC Gas Tariff; provided, however, that Transporter has the right at any time and from time to time to adjust the rates applicable to service under this Rate Schedule, including the component for fuel and losses, upon notice to Shipper to any level not less than the minimum or more than the maximum rates. In the event that Transporter makes such an adjustment, such adjusted rate shall apply solely to service at the receipt and/or delivery points agreed upon by Shipper and Transporter and shall be applicable solely for the period agreed upon by Shipper and Transporter.

In the event Transporter and Shipper agree to establish a rate which is not subject to change and which is to be charged for the duration of the transportation service, such rate will be set forth in the applicable Transportation Agreement. Transporter shall file with FERC the required reports of any adjustment below the maximum rates for service under this Rate Schedule.

5.2 New Facilities Charge: In addition to the rates pursuant to Section 5.1 of this Rate Schedule, Transporter shall charge Shipper an amount to recoup 100% of the cost of facilities (including applicable income taxes) constructed at the Shipper's request in order to provide transportation service under this Rate Schedule. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates. Shipper shall pay the New Facilities Charge by lump sum payment based on Transporter's estimated cost prior to any construction activity, unless another form of payment is otherwise mutually agreed upon.

Transporter will construct only those facilities to render transportation services hereunder which interconnect with facilities that either cross or are immediately adjacent to Transporter's existing facilities; provided, however, Transporter shall not construct facilities hereunder which will result in the expansion or diminishment of Transporter's mainline capacity or which compromise the operational integrity of Transporter's pipeline system. Transporter will own and operate all facilities constructed.

5.3 Incidental Charges: In addition to the rates and charges pursuant to Section 5.1 and 5.2 of this Rate Schedule, Transporter shall charge Shipper an amount to reimburse Transporter 100% for any filing or similar fees, which have not been previously paid by Shipper, which Transporter incurs in establishing or rendering service. Transporter shall not use the amounts so collected (both costs and revenues) in establishing its general system rates.

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FERC Docket: RS92- 52-001

Original Sheet No. 29 Original Sheet No. 29 : Superseded

RATE SCHEDULE AOT (Continued)

5.4 Overrun Charge: If Shipper should on any day take, under this Rate Schedule, a quantity of gas more than the effective quantity applicable to such Shipper established in an operational flow order pursuant to Article VIII of the General Terms and Conditions, then such excess quantity shall constitute an overrun quantity. If Shipper obtains Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter a rate equal to the volumetric derivative of the maximum transportation charge applicable to the service under its Transportation Agreement and this Rate Schedule designed on a 100% load factor basis multiplied by the amount of the overrun quantity, unless the parties mutually agree otherwise. If Shipper does not obtain Transporter's advance approval of an overrun quantity, then Shipper shall pay Transporter an overrun charge equal to fifteen dollars (\$15.00) for each Dth of excess deliveries to Shipper. The payment of the overrun charge is in addition to any other remedies Transporter may have against Shipper for Shipper's unauthorized overrun.

6. FUEL AND LOSSES

Shipper shall furnish the quantity of gas required for fuel and losses associated with rendering transportation service pursuant to this Rate Schedule. The quantity of gas retained by Transporter for fuel and losses shall be equal to the quantity of gas scheduled for delivery multiplied by the applicable percentage shown on effective Sheet No. 6 of Transporter's FERC Gas Tariff; provided, however, (i) for service that is rendered entirely by displacement, Shipper shall furnish only that quantity of gas associated with losses as shown on effective Sheet No. 6 and (ii) Transporter may reduce the fuel percentage to any level not less than the actual level required for a transaction.

7. MONTHLY BILL

The Monthly Bill for deliveries shall be equal to:

- (a) Applicable Rates: The applicable rates as determined pursuant to Section 5.1 multiplied by the quantity of natural gas actually delivered by Transporter to Shipper from each point of receipt to the corresponding point of delivery; and
- (b) Other Charges: If applicable, any New Facilities Charge pursuant to Section 5.2, Incidental Charges pursuant to Section 5.3 and Overrun Charges pursuant to Section 5.4.

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FERC Docket: RS92- 52-001

Original Sheet No. 30 Original Sheet No. 30 : Superseded

RATE SCHEDULE AOT (Continued)

8. WAIVER

Transporter may waive any rights hereunder or any obligations of Shipper hereunder on a basis which is not unduly discriminatory; provided that no waiver shall operate or be construed as a waiver of other or further rights or obligations, whether of a like or different character.

9. GENERAL TERMS AND CONDITIONS

Shipper shall provide Transporter with such information as is needed to meet the requirements placed on Transporter by regulation, rule, and/or order. Furthermore, any terms or conditions not specified in this Rate Schedule shall be determined consistent with Transporter's General Terms and Conditions specified in Volume I of Transporter's Tariff, which are incorporated into this Rate Schedule.

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FERC Docket: RS92- 52-001

Original Sheet No. 31 Original Sheet No. 31 : Superseded

RATE SCHEDULE LMS
LOAD MANAGEMENT SERVICE

1. Availability

- (a) Transporter shall provide a monthly balancing service to persons (herein referred to as "OBA Operators") who have executed an operational balancing agreement (OBA) in the form set forth in this tariff. An OBA agreement will be available to:
 - (i) the operator of connecting facilities at a receipt point(s) on Transporter's system;
 - (ii) the operator of connecting facilities at a delivery point(s) on Transporter's system;
 - (iii) a pipeline operator whose facilities interconnect with Transporter's system; provided, however, that this Rate Schedule shall not be applicable to a pipeline operator who entered into an operational balancing agreement with Transporter (whether in the form set forth in this tariff or otherwise) prior to November 1, 1993 for so long as such agreement is in effect.
 - (iv) a market aggregator who has obtained agency agreements from delivery point operators that impose responsibility on aggregator for all scheduling and balancing at stated delivery points and that provide authority and ability to aggregator to change physical flows at stated delivery points upon notice from the pipeline to the aggregator.
- (b) Subject to Section 7 of this Rate Schedule, Transporter shall provide a Daily Demand Service with respect to swings in excess of the 5% daily variance described in Section 4 of this Rate Schedule to Shippers which:
 - (i) operate delivery point(s) where firm, city-gate sales or transportation service was provided by Transporter on May 18, 1992 under Rate Schedules CR-2, CRL-2, SR-2 and T-9;
 - (ii) have elected to receive such service under the procedures established in Docket No. RS92-52; and
 - (iii) have executed an operational balancing agreement specifying a daily demand quantity (DDQ) for swing service at specified delivery points, provided that the DDQ requested by a Shipper may not exceed the lesser of (a) 10,000 Dth, or (b) 100% of the maximum daily quantity provided at such delivery points under firm sales or transportation service agreements in effect on October 31, 1991.

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Original Sheet No. 32 Original Sheet No. 32 : Superseded

RATE SCHEDULE LMS (Continued)

Daily Demand Service shall also be available on a pro rata basis to other delivery point operators not qualifying under (b) (i) above to the extent Transporter determines that there is additional capacity available for the service and that there will be no impairment of firm services.

2. Applicability

The terms, conditions and charges set forth in this Rate Schedule governing daily variances and monthly balancing shall apply to all gas flowing through meters covered by an OBA. A receipt point OBA may include all receipt points within a rate zone controlled by a single Operator. A delivery point OBA may include all delivery points within a rate zone controlled by a single Operator. A market aggregator OBA may include all delivery points located in the same rate zone of the quantities to be scheduled.

3. Scheduling and Confirmation By Operator

An OBA operator will confirm nominations of the quantities to be scheduled at receipt or delivery points, as applicable. Such nominations shall provide a rank ordering of the markets to be served by gas quantities nominated at the receipt point. The OBA operator will notify Shipper and Transporter, via Transporter's Electronic Bulletin Board, within two hours of any change in the nomination by an affected shipper to confirm nominations scheduled for delivery.

Transporter agrees to perform as Operator on other pipelines' systems at its existing points of interconnection with other pipelines to the extent necessary and agreed to by the other pipelines. To the extent Transporter incurs any imbalance or cash-out charges or any penalties or other liabilities on such other pipelines, all such expenditures shall be borne by Operators on Transporter's system in relation to the share of each Operator's firm deliveries related to such other pipelines.

4. Daily Variances

- (a) The daily variance for a receipt point OBA shall be the difference between the total quantities scheduled for receipt at that point by confirmed nominations and the actual quantity delivered into Transporter's system at that point on any day. The daily variance for a delivery point OBA shall be the difference between the total quantities scheduled for delivery at that point by confirmed nomination and the actual quantity of gas received from Transporter at such point on any day.

RATE SCHEDULE LMS (Continued)

- (b) An OBA Operator electing Daily Demand Service shall pay the daily overrun charges for that portion of a daily variance that exceeds 5% of the scheduled volumes plus the DDQ specified in its OBA. An OBA Operator electing Daily Demand Service may also be subject to an unauthorized overrun charge for quantities above the daily limitation as set forth in Section 5.
- (c) An OBA Operator not electing Daily Demand Service shall pay daily overrun charges for that portion of a daily variance that exceeds 5% of the scheduled volumes. An OBA Operator may also be subject to an unauthorized overrun charge for quantities above the daily limitation as set forth in Section 5.
- (d) Based upon the best information available, Operator shall take action to correct any imbalances occurring during the month by making adjustments in nominations, receipts or deliveries. If Operator fails to take such corrective action, then Transporter may, upon 48 hours notice, adjust Operator's scheduled receipts and deliveries over the remainder of the calendar month in order to maintain a balance of receipts, deliveries and nominations.

5. Unauthorized Overrun

On any day when a delivery point operator takes gas in excess of the daily limit established under an Operational Flow Order applicable to a delivery point(s) or a receipt point operator delivers gas in excess of the daily limit established under an Operational Flow Order applicable to a receipt point(s), such operator shall be subject to an unauthorized overrun charge of fifteen dollars (\$15.00) for each dekatherm of excess volumes taken or delivered beyond a two percent allowable variation. The daily limit shall be the adjusted maximum daily quantity applicable to a specified receipt or delivery point(s) pursuant to the Operational Flow Orders under Article VIII of the General Terms and Conditions of Transporter's Tariff, as notified to operator.

6. Monthly Imbalances

- (a) Operator's monthly imbalance shall be the net total of daily variances from all points covered by the OBA. Unless Transporter and Operator mutually agree to correct the imbalance in kind on a nondiscriminatory basis, each month Transporter and Operator shall "cash out" any imbalance between scheduled nominations at receipt points covered by a receipt point OBA and between deliveries and scheduled nominations at delivery points covered by a delivery point OBA. Transporter shall divide the monthly imbalance by the sum of the scheduled nominations for all days of the month for all points covered by the OBA to determine the monthly imbalance to be cashed out as set forth below:

RATE SCHEDULE LMS (Continued)

- (i) Receipt Point OBA: If the monthly imbalance is due to an excess of receipts relative to scheduled nominations, Transporter shall pay Operator in accordance with Schedule A below. If the monthly imbalance is due to a deficiency in receipts relative to scheduled nominations, Operator shall pay Transporter in accordance with Schedule B below.
- (ii) Delivery Point OBA: If the monthly imbalance is due to an excess of deliveries relative to scheduled nominations, Operator shall pay Transporter in accordance with Schedule B below. If the monthly imbalance is due to a deficiency of deliveries relative to scheduled nominations, Transporter shall pay Operator in accordance with Schedule A below. In addition to correcting the monthly imbalance in cash, (a) Operator shall pay to Transporter the "Transportation Component" if deliveries are greater than scheduled nominations, or (b) Transporter shall pay to Operator the "Transportation Component" if deliveries are less than scheduled nominations. The "Transportation Component" shall be equal to the Commodity Rate under Rate Schedule FT-A rate for transportation to the applicable zone multiplied by the monthly imbalance, plus any applicable fuel and use charges.

Schedule A

| % Monthly Imbalance | Transporter Pays Operator Following % of the Index Price |
|---------------------|---|
| 0-5% | 100% Average Monthly |
| >5-10% | 85% Average Monthly |
| >10-15% | 70% Average Monthly |
| >15-20% | 60% Average Monthly |
| >20% | 50% Average Monthly |

Schedule B

| % Monthly Imbalance | Operator Pays Transporter Following % of the Index Price |
|---------------------|---|
| 0-5% | 100% Average Monthly |
| >5-10% | 115% Average Monthly |
| >10-15% | 130% Average Monthly |
| >15-20% | 140% Average Monthly |
| >20% | 150% Average Monthly |

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FERC Docket: RS92- 52-001

Original Sheet No. 35 Original Sheet No. 35 : Superseded

RATE SCHEDULE LMS (Continued)

The Index Price shall be determined on a weekly and monthly basis. Each Weekly Index Price shall equal the price of gas delivered to Transporter at Emerson, Manitoba as published in the "Weekly Price Survey" of Gas Daily for such week. The Weekly Index Price will be posted on Transporter's electronic bulletin board a reasonable time after receipt of Gas Daily's "Weekly Price Survey". For purposes of determining the cash out of imbalances in accordance with Schedules A and B herein, the "Average Monthly Index Price" shall be the average of the Weekly Index Prices determined during a given month.

If Gas Daily's "Weekly Price Survey" is no longer published, Transporter and parties to OBAs shall meet to undertake to agree upon alternative spot price indices.

A delivery point Operator or market aggregator which has OBAs in more than one rate zone may net the monthly imbalances between such OBAs; provided however, that such Operator or market aggregator shall pay to Transporter a charge equal to the difference between the applicable daily reservation rates applied to any excess quantities delivered in a downstream rate zone which are netted against quantities not delivered in an upstream rate zone.

The amounts due hereunder shall be paid in accordance with Articles V and VI of the General Terms and Conditions of Transporter's FERC Gas Tariff; provided that Transporter shall have the right, but not the obligation, to delay invoicing for such matters until the 15th day of the second month following the month of delivery.

- (b) Access to Information - Upon request, and to the extent Transporter has electronic measurement information available to it, Transporter will make available within one business day the best information it has concerning the total physical deliveries at applicable receipt and delivery points. Transporter will also make available by electronic means the best information it has concerning the scheduled and allocated receipts and deliveries at all of Operator's receipt and delivery points by the end of the third business day after each production day. This information will include electronic gas measurement data at meters where such data is utilized for billing purposes (Electronic Data). Transporter will designate the points where Electronic Data is available. Operators will be entitled to rely on the Electronic Data for purposes of correcting imbalances during the month. Operators will not be entitled to rely on the data from other receipt or delivery points for purposes of correcting imbalances during the month and will be responsible for verifying the actual receipts and deliveries at receipt and delivery points where no Electronic Data is available. Imbalances will be

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RATE SCHEDULE LMS (Continued)

cash-out on the basis of actual receipts and deliveries and scheduled nominations; provided that the penalty level associated with imbalances that are associated with Receipt or Delivery Points where Electronic Data is available will be based upon the lesser of (1) the monthly imbalance reported by Transporter for the last day of the month based upon the Electronic Data or (2) the monthly imbalance based upon actual receipts and deliveries at such locations; provided, however, that if the monthly imbalance reported by Transporter for the 20th day of the calendar month based upon Electronic Data is subsequently adjusted during the remainder of the month and (1) such adjustment materially increases the level of the imbalance and (2) Operator did not have adequate time to correct the imbalance by adjusting nominations, receipts or deliveries, then the penalty level associated with imbalances at points where Electronic Data is available will be based upon the lesser of (a) the imbalance reported on the 20th day of the calendar month plus the imbalance reported for each subsequent day in the calendar month, or (b) the monthly imbalance based upon actual deliveries at such points to the extent that applicable OBA documents the situation. Notwithstanding anything to the contrary, if the Electronic Data at any point is inaccurate, through no fault of Transporter, but rather as the result of the action or inaction of third parties, then the penalty level associated with monthly imbalances occurring at such points will be based upon the Electronic Data, unless Transporter also incurs penalties, in which event the penalties to Shipper will be determined based upon actual deliveries.

- (c) Limitation on Penalties - Any imbalances caused by an event as set forth in Article X of the General Terms and Conditions or caused by Transporter's actions (1) will not be included in the calculation of the total monthly imbalance for purposes of determining the appropriate cash-out level and (2) will be cashed out at the 0-5% tolerance level, as set forth in Section 6(a) above.
- (d) Disposition of Penalties - All penalty revenues received by Transporter in accordance with Section 6(a) that are in excess of Transporter's costs, including, but not limited to (i) payments made by Transporter in accordance with Section 6(a), (ii) Transporter's gas costs and fuel and loss costs properly allocable to Operators, and (iii) administrative costs, will be credited monthly to all Shippers in the form of a negative surcharge on all of Transporter's firm and interruptible transportation rates.
- (e) Operational Integrity - Nothing in this Section 6 shall limit Transporter's right to take action as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system or the ability of Transporter to transport quantities scheduled by any Shipper.

RATE SCHEDULE LMS (Continued)

7. Conditions and Limitations Applicable to Daily Demand Service

- (a) The availability of Daily Demand Service shall be subject to the following conditions:
 - (i) the maintenance by Transporter at all times of a quantity of line pack sufficient to ensure the delivery of all nominated firm quantities, such quantity to be determined by Transporter after taking into account the operational and other requirements existing from time to time on its system; and
 - (ii) the execution by each Shipper receiving Daily Demand Service of a gas supply contract that obligates the gas supplier to deliver at such Shipper's Primary Receipt Point(s), on a firm basis and within the time period and at the hourly rate specified in an Operational Flow Order, a volume of gas during any day at least equal to such Shipper's level of Daily Demand Service; and
 - (iii) the designation by each Shipper receiving Daily Demand Service of an agent, employee, department or group with the authority to (a) control the nomination of volumes under each of the gas supply contracts entered into by such Shipper described in (ii) above, and (b) implement Operational Flow Orders with respect to such Shipper. Shipper's designee shall be available during all hours of the gas day to control such nominations and implement operational flow orders.
 - (iv) the full compliance by Shipper's designees and by all Shippers not receiving Daily Demand Service with the terms of any Operational Flow Orders; and
 - (v) the installation of any facilities necessary to electronically measure the receipt and delivery of gas at such points as determined by Transporter on its system.
- (b) Each Shipper eligible for and electing to receive Daily Demand Service shall notify Transporter of the DDQ requested by such Shipper in accordance with the procedures established in Docket No. RS92-52. In no event shall a Shipper's DDQ exceed the lesser of (i) 10,000 Dth, or (b) 100% of the level of firm sales or transportation service such Shipper received from Transporter as of October 31, 1991 under Rate Schedules CR-2, CRL-2, SR-2 or T-9.

RATE SCHEDULE LMS (Continued)

- (c) If, on any day, Transporter determines that the capacity of its system, or any portion thereof, including the points at which gas is tendered for transportation, is insufficient to satisfy all requirements for Daily Demand Service, or if any of the conditions set forth in subsection (a) above are not satisfied in full, Transporter shall reduce the Daily Demand Service available to each shipper pro rata on the basis of the Daily Demand Quantity of such Shipper; provided, however, that if the amount of Daily Demand Service is reduced due to the failure of a Shipper to comply with an Operational Flow Order, Transporter shall, to the extent practicable, first reduce the Daily Demand Service available to such Shipper prior to reducing the Daily Demand Service available to other Shippers. Penalty revenues received by Transporter from Shippers who fail to comply with an OFO will be used to compensate Shippers who comply with the OFO and do not receive their scheduled quantities as a result of the unauthorized actions of the non-complying Shippers; provided, however, that in no event shall the compensation paid to Shippers who comply with OFOs exceed the penalty revenues actually collected by Transporter from non-complying Shippers.
- (d) Nothing in (a) above shall limit the ability of a Shipper to contract with any gas supplier it desires, provided that Shipper agrees to the appointment of a Shipper's designee in accordance with (a) (iii) above.

8. Disposition of Excess Gas

Under the cash-out procedures of Section 6 of this Rate Schedule and in order to alleviate conditions that threaten the integrity of its system, Transporter may periodically acquire quantities of gas that are in excess of system needs. Transporter shall have the right to make interruptible sales of such excess gas from time to time at mainline receipt points on Transporter's system pursuant to the terms of the blanket certificate of public convenience and necessity granted to Transporter pursuant to 18 C.F.R. Section 284.284(6) and Order No. 636. Such sales shall be made under rates, terms and conditions mutually agreed upon between Transporter and the purchasers; provided, however, that all such sales shall be fully interruptible and shall be curtailed pro rata without regard to transportation arrangements made by purchasers.

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FERC Docket: RS92- 52-001

Original Sheet No. 39 Original Sheet No. 39 : Superseded

GENERAL TERMS AND CONDITIONS
TABLE OF CONTENTS

| | | |
|--------|--|----|
| I. | Definition of Terms | 40 |
| II. | Quality | 42 |
| III. | Measurement and Scheduling of Receipts and Deliveries | 44 |
| IV. | Measuring Equipment | 53 |
| V. | Billings | 55 |
| VI. | Payments | 55 |
| VII. | Possession of Gas | 56 |
| VIII. | Pressure of Gas Delivery and Operational Flow Orders | 57 |
| IX. | Warranty of Title to Gas | 59 |
| X. | Excuse of Performance | 59 |
| XI. | Notices | 61 |
| XII. | Modification | 61 |
| XIII. | NonWaiver and Future Default | 61 |
| XIV. | Schedules and Contract Subject to Regulation | 61 |
| XV. | Operating Information and Estimates | 62 |
| XVI. | Service Lateral Pipeline | 62 |
| XVII. | Recovery of Amounts in Unrecovered Purchased Gas Cost Account | 62 |
| XVIII. | Gas Research Institute Rate Adjustment | 65 |
| XIX. | FERC Annual Charge Adjustment | 66 |
| XX. | Information and Communications Regarding Transportation Services | 67 |
| XXI. | Releases or Assignments of Firm Transportation Services | 69 |
| XXII. | Requests for Service | 82 |
| XXIII. | Extension of Long Term Firm Service Agreements | 86 |
| XXIV. | Incorporation in Rate Schedules and Transportation Agreements | 87 |

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FERC Docket: RS92- 52-001

Original Sheet No. 40 Original Sheet No. 40 : Superseded

GENERAL TERMS AND CONDITIONS

I. DEFINITION OF TERMS

Except where the context expressly states another meaning, the following terms when used in this Tariff and in any Transportation Agreement incorporating this Tariff, shall be construed to have the following meanings:

1. The term "Transporter" shall mean Viking Gas Transmission Company acting in its capacity as transporter.
2. The term "Shipper" shall mean any transportation customer of Transporter.
3. The term "day" shall mean a period of twenty-four consecutive hours, beginning and ending at 8:00 a.m. Central Standard Time and "daylight savings time" will not be observed, or at such other hour as Buyer and Seller may agree upon.
4. The term "month" shall mean the period beginning at 8:00 a.m. on the first day of the calendar month and ending at 8:00 a.m. on the first day of the next succeeding calendar month, or at such hour as Shipper and Transporter may agree upon.
5. The term "year" shall mean a period of 365 consecutive days beginning on the date natural gas is first delivered or is to be delivered under the Transportation Agreement, whichever is earlier, or on any anniversary thereof; provided, however, that any such year which contains a date of February 29 shall consist of 366 consecutive days.
6. The term "cubic foot" shall mean the quantity of gas which occupies one cubic foot when such gas is at a temperature of 60 degrees Fahrenheit, and at a pressure of .33 pounds per square inch above an assumed atmospheric pressure of 14.44 pounds per square inch (14.73 pounds per square inch absolute).
7. The term "Mcf" shall mean 1,000 cubic feet of gas.
8. The term "volume", where used herein or in a Transportation Agreement, shall mean the number of Mcf adjusted for heat content (in Btus or Dths) as applicable.
9. The term "British thermal unit" or "Btu" shall mean the International Tables British Thermal Unit, which is defined as one Btu = 1055.056 joules.
10. The term "Dekatherm" or "Dth" shall mean the quantity of heat energy which is 1,000,000 British thermal units.

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Original Sheet No. 41 Original Sheet No. 41 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

11. The term "total heating value", when applied to a cubic foot of gas, shall mean the number of Btu's produced by the complete combustion with air, at constant pressure, of one anhydrous (dry) cubic foot of gas under a pressure of 14.73 psia and a temperature of 60 degrees Fahrenheit when the products of combustion are cooled to the initial temperature of the gas and air, and when the water formed by combustion is condensed to the liquid state, as determined under Section 1 of Article II.
12. The term "scheduled daily delivery" shall mean the volume of natural gas which during any one day Shipper has nominated and Transporter has confirmed for delivery.
13. The term "equivalent quantity" unless otherwise stated in the Transportation Agreement shall mean that during any given period of time the quantities of gas delivered hereunder at the Point(s) of Delivery shall be the thermal equivalent of the quantities of gas received at the Point(s) of Receipt for transportation less thermal quantities of gas for Shipper's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service.
14. The term "Winter Season" shall refer to the months of November through March.
15. The term "Summer Season" shall refer to the months of April through October.
16. The term "EBB" shall mean Transporter's electronic bulletin board system.
17. The terms "OBA" or "Operational Balancing Agreement" shall mean an operational balancing agreement in the form set forth in this tariff or an operational balancing agreement entered into by Viking with the operator of an interconnecting pipeline.
18. The terms "OBA Operator" or "Operator" shall mean persons or entities who have executed an Operational Balancing Agreement in the form set forth in this Tariff and who satisfy the requirements of Section 1(a) of Rate Schedule LMS.
19. The term "transportation service" shall include transportation, exchange or backhaul service.
20. The term "Transportation Agreement" shall mean a transportation service agreement in the form set forth in this tariff.
21. The term "FERC" shall mean the Federal Energy Regulatory Commission, or any successors thereto.

GENERAL TERMS AND CONDITIONS (Continued)

II. QUALITY

1. The provisions set forth in this Article II Section 1 shall apply to all gas delivered by Transporter under this Tariff.
 - (a) Heating Value: The natural gas shall have a total heating value of not less than nine hundred and sixty-seven British thermal units per cubic foot. Transporter may subject, or permit the subjection of, the natural gas to compression, cooling, cleaning and other processes and helium, natural gasoline, butane, propane, and any other hydrocarbons except methane may be removed prior to delivery to Shipper. In the event that the total heating value of gas, per cubic foot, in any month when determined as provided in Section 1 of Article III hereof, falls below nine hundred and sixty-seven (or above eleven hundred in the case of citygate deliveries) British thermal units per cubic foot, Shipper shall have the option to refuse to accept said gas so long as said total heating value remains below nine hundred and sixty-seven (or above eleven hundred in the case of citygate deliveries) British thermal units per cubic foot.
 - (b) Freedom from Objectionable Matter: The natural gas delivered by Transporter under this Tariff shall be commercially free (at prevailing pressure and temperature in Transporter's pipeline) from objectionable odors, dust, or other solid or liquid matters which might interfere with its merchantability or cause injury to or interference with proper operation of the lines, regulators, meters or other appliances through which it flows, and shall not contain more than one grain of hydrogen sulphide per one hundred cubic feet.
2. Failure to Conform to Specifications against Objectionable Matter: If the gas offered for delivery by Transporter shall fail at any time to conform to any of the specifications set forth in Section 1 of this Article, then Shipper shall notify Transporter of such deficiency and thereupon may at Shipper's option refuse to accept delivery pending correction by Transporter. Upon Transporter's failure promptly to remedy any deficiency in quality as specified in Section 1 of this Article, Shipper may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and Transporter may reimburse Shipper for any reasonable expense incurred by it in effecting such changes.
3. Unless otherwise provided in the Transportation Agreement or applicable Rate Schedule, the provisions set forth in this Article II, Section 3 shall apply to all gas delivered to Transporter by Shipper.

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Original Sheet No. 43 Original Sheet No. 43 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- (a) all gas shall have a total heating value of not less than nine hundred sixty-seven (967) Btus per cubic foot, and not more than eleven hundred (1100) Btu's per cubic foot.
 - (b) all gas shall be commercially free (at prevailing pressure and temperature in Transporter's pipeline) from objectionable odors, dust, hydrocarbon liquids, water and any other substance that might become separated from the gas in Transporter's facilities, and Shipper shall furnish, install, maintain and operate such drips, separators, heaters, and other mechanical devices as may be necessary to effect compliance with such requirements (after having secured the prior approval of Transporter as to the design and construction of such facilities, which approval shall not be unreasonably withheld);
 - (c) all gas shall not contain more than twenty (20) grains of total sulphur, nor more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet;
 - (d) not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Shipper shall make every reasonable effort to keep the gas free of oxygen;
 - (e) not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume;
 - (f) have a temperature of not more than one hundred twenty degrees (120 degrees) Fahrenheit;
 - (g) have been dehydrated by Shipper for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60 degrees) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.
4. The design and construction of any facilities to be installed by Shipper in order to comply with the quality specifications in Article II, Section 3 shall be approved by Transporter prior to such facilities being placed in service, such approval not to be unreasonably withheld.
 5. Tests to determine sulphur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.

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Original Sheet No. 44 Original Sheet No. 44 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

6. As to gas which fails to meet the quality specifications set out in Section 3 of this Article II, or, if applicable, the quality specifications set out in the Transportation Agreement or applicable Rate Schedule, Transporter shall have the right to refuse to accept delivery of such gas and in the event Shipper does not correct the quality deficiency within a reasonable period of time, Transporter may terminate all receipts under the Transportation Agreement involving the deficient gas.
7. Notwithstanding the exercise by Transporter of the options in Section 6 above, Shipper shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further, notwithstanding Transporter's election under Section 6 above, Shipper shall reimburse Transporter for all expenses incurred in repairing injuries to Seller's facilities resulting from deliveries of gas which do not conform to the quality specifications set forth in Section 3 of this Article II.
8. Transporter shall have the right to collect from all Shippers delivering gas to Transporter at a common Receipt Point their pro rata share of the cost of any additional gas analysis and quality control equipment which Transporter, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered. The collection shall be by means of an Incidental Charge.
9. Separation, Dehydration and Processing: Transporter at its reasonable discretion may require that some or all of the gas to be transported be processed to remove liquid and liquefiable hydrocarbons prior to delivery to Transporter or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing plant on Transporter's system. In the event separation and dehydration and/or processing is to occur after delivery of transportation gas to Transporter, Transporter and Shipper shall determine a mutually agreeable charge for the transportation of liquid and liquefiable hydrocarbons.

III. MEASUREMENT AND SCHEDULING OF RECEIPTS AND DELIVERIES

1. Determination of Volume and Total Heating Value: The volume and the total heating value of gas received and delivered by Transporter shall be determined as follows:
 - (a) Unit of measurement: The unit of gas received and delivered by Transporter shall be a dekatherm.
 - (b) The unit of volume, for the purpose of measurement, shall be defined as one (1) cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit, and at a pressure of thirty-three hundredths (.33) pounds per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch resulting in a pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch absolute pressure.

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Original Sheet No. 45 Original Sheet No. 45 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- (c) The total heating value of the gas per cubic foot shall be determined by taking the average of the heating values determined as determined by chromatographic analysis of a sample of gas or any other method mutually agreed upon. The average (flow weighted) heating value of the gas per cubic foot (Btu/cf) for a unit of time shall be determined by the total dekatherms divided by the total Mcf volume multiplied by 1000.
- (d) Dekatherms delivered shall be determined by multiplying the Mcf volume by the ratio of the heating value per cubic foot to 1,000.
- (e) The temperature of the gas passing through the meters shall be determined continuously by a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. Arithmetic averages of the temperature recorded each day shall be used in computing the Mcf of gas.
- (f) The specific gravity of the gas delivered shall be determined by the use of chromatographic analysis or any other method mutually agreed upon. Determination of the specific gravity and heating value per cubic foot (Btu/cf) shall be determined at approximately the same time or from the same analyzed gas sample.
- (g) The deviation of the natural gas from Boyle's Law shall be determined by the use of the tables of formulae published by the American Gas Association Par Research Project NX-19 corrected for carbon dioxide and nitrogen, or any applicable formulae published by the American Gas Association. The molecular percentage of N₂ and CO₂ shall be determined at approximately the same time or from the same analyzed gas sample used for the determination of the compressibility factors, with corrections for specific gravity, temperature and pressure.

2. Determination of Deliveries and Receipts:

- (a) Allocation of Receipts - Unless prohibited by applicable law or regulation, the quantities received by Transporter at any receipt point shall be allocated among Shippers and services as follows:

In accordance with allocation procedures specifically agreed to by Transporter and the Operator in the Operational Balancing Agreement set forth on Tariff Sheet Nos. 119 through 125; provided, however, Transporter will not be required to enter into such arrangements (1) with a party if that party does not meet Transporter's creditworthiness provisions as set forth in Article XXII of these General Terms and Conditions, or (2) with aggregators of supplies other than an operator or

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Original Sheet No. 46 Original Sheet No. 46 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

producer at the receipt point(s) (i) if the producer(s) covered by the allocation agreement between Transporter and aggregator have not provided their written consent to the arrangement, or (ii) if the aggregator does not demonstrate that it has the authority and ability to control the flow of gas from the applicable receipt point(s). If the entire gas flow at a receipt point is not covered by operational balancing agreements during a period of time, then Transporter may allocate quantities to all Shippers in proportion to each Shipper's pro rata share of confirmed nominations for all services.

- (b) Allocation of Deliveries - Unless prohibited by applicable law or regulation, the quantities delivered by Transporter at any delivery point shall be allocated among Shippers and services as follows:

In accordance with any allocation procedures specifically agreed to by Transporter and the Operator in the Operational Balancing Agreement set forth in Tariff Sheet Nos. 126 through 132; provided, however, Transporter will not be required to enter into arrangements with such operators if they are not in accordance with the provisions set forth in Article XXII of these General Terms and Conditions or they do not demonstrate that they have the contractual right to allocate gas deliveries at such points.

In the absence of a methodology as described above, Transporter shall allocate quantities across all services nominated and confirmed between Transporter and Operator, in proportion to those quantities nominated and confirmed for each service.

- (c) Notification of Allocation Rules - Upon receipt of a request from Shipper, Transporter will promptly notify Shipper of the applicable rules governing the allocation of Shipper's gas at Shipper's Receipt and Delivery Points.

3. Scheduling and Allocation of Capacity

- (a) Initial Service: Shipper shall provide Transporter, through Transporter's Electronic Bulletin Board system, the information specified by a Customer Nomination Form as set forth beginning at Tariff Sheet No. 117, (1) three business days, with respect to scheduling interruptible transportation services, or (2) three business days, with respect to scheduling firm transportation services, prior to the proposed commencement of service, unless a lesser period of time is mutually agreed upon by Shipper, Transporter and applicable OBA Operator(s). A copy of the completed Customer Nomination Form shall be provided to the OBA Operator(s) at the receipt and delivery points through which Shipper desires to receive service and to:

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Original Sheet No. 47 Original Sheet No. 47 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

Volume Management

Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511
Telefax: (713) 757-5494

No transportation service will commence unless and until Transporter and the applicable OBA Operator(s) have received complete nomination information from Shipper and all applicable OBA Operators including a completed Customer Nomination Form, a specification of the volumes to flow at the applicable Receipt and Delivery Point(s) and routing of the volumes and ranking of the markets to be served by volumes nominated at the points, and Transporter's gas dispatchers have advised Shipper that the service may commence.

- (b) Change in Service: For purposes of scheduling any changes in any transportation service, Shipper will provide via Transporter's Electronic Bulletin Board the information contained on a completed Customer Nomination Form indicating the changes to be made to the service and the date the revised service is to commence. A copy of the completed Customer Nomination Form shall be provided to (i) Transporter at the address set forth in Section 3(a) above and (ii) the OBA Operator(s) at the receipt and delivery points through which Shipper receives service pursuant to procedures established by Shipper and such OBA Operators.

For changes proposed to be effective at the beginning of the month, Shipper shall provide Transporter and OBA Operator(s) a completed Customer Nomination information (1) three business days, with respect to scheduling interruptible transportation services or (2) three business days, with respect to scheduling firm transportation service, unless a lesser period of time is mutually agreed upon by Shipper, Transporter and applicable OBA Operator(s). For all other changes, Shipper must provide Transporter and affected OBA Operators the Customer Nomination information in accordance with Section 3(a) above at least 24 hours prior to the requested commencement of the revised service, unless a lesser period of time is provided for in these General Terms and Conditions or is mutually agreed upon by Transporter, Shipper and applicable OBA Operator(s).

- (c) Scheduling Duration: The scheduled service specified in a Customer Nomination Form shall be effective only for the calendar month in which the first day of requested service occurs and shall terminate at the beginning of the next calendar month unless Transporter and OBA Operator(s) have received the Customer Nomination information in accordance with Section 3(a) above continuing scheduled service for such month prior to the beginning of that month in accordance with the above.

GENERAL TERMS AND CONDITIONS (Continued)

(d) Intra-day Changes in Nominations:

A Shipper receiving service under Rate Schedule FT-A or FT-GS may change its nomination during the day to reflect changes in quantities to be delivered under such rate schedules, provided that a Shipper may not change its nomination more than once per hour during any day. After its receipt of such notice, Transporter will implement the requested change in nomination in such period of time as is reasonably required for Transporter to (i) confirm the change in nomination with the Shipper's gas supplier and the applicable interconnecting pipeline, (ii) curtail flowing interruptible transportation volumes, and (iii) otherwise cause any additional volumes nominated to be made available at the delivery point(s) nominated by Shipper; provided, however, that Transporter shall not implement the requested change in nomination until Transporter and the applicable OBA Operator(s) have received the completed nomination information, including a specification of the routing of the nominated volumes and a ranking of the supplies received at the designated points. All such intra-day changes in nominations shall be transmitted to Transporter via its Electronic Bulletin Board system and to the delivery point OBA Operator(s) pursuant to procedures established by Shipper and such Operator(s). The calculation of any penalties provided for under Transporter's tariff shall take into consideration the initial and additional nominations on a pro rata basis. If for any reason Transporter is unable to implement a requested intra-day change in nomination, Transporter shall so notify Shipper within 12 hours of transporter's receipt of the request to change the nomination.

A delivery point OBA Operator with Daily Demand Service may adjust the quantities to be delivered at the OBA Delivery Point(s) within the Daily Demand Quantity stated in the OBA on any hour of the day by notifying Transporter 60 minutes in advance through Transporter's Electronic Bulletin Board system.

(e) Notification of Scheduling:

The OBA Operator of the applicable receipt and delivery points will confirm with Transporter through Transporter's Electronic Bulletin Board system that Shipper's nominated quantities will be received or delivered. Transporter will notify Shipper and applicable OBA Operator(s) within one business day via Transporter's Electronic Bulletin Board system of any nomination made by Shipper that is not scheduled for delivery, or if any scheduled nomination is amended or changed by Transporter.

(f) Routing of Gas:

Scheduling and billing for transportation services will be determined by the information that Shipper provides Transporter specifying the daily point-to-point routing for receipts and deliveries; provided, however, that unless the parties mutually agree otherwise the routing for months prior to November 1, 1993 will be

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Original Sheet No. 49 Original Sheet No. 49 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

based upon the route reflected on the last invoice for such months. If actual deliveries are greater than actual receipts, excess deliveries will be deemed to have been received from Zone 1 for purpose of the billing for such excess deliveries; provided further that for months prior to November 1, 1993, the rate for excess deliveries will be based upon the rate reflected on the last invoice for such months.

4. Scheduling Priority: Transporter shall schedule receipts and deliveries of gas in accordance with the priority categories specified below. Unless otherwise specified, scheduling priority within a category shall be pro rata.
 - (a) Transporter's firm transportation services, based on scheduled quantities;
 - (b) mid-month make-up volumes to correct prior daily variances under an OBA;
 - (c) make-up volumes to resolve imbalances accrued before November 1, 1993;
 - (d) the following interruptible transportation services: (i) interruptible transportation services for which authorization was received prior to May 12, 1988, or for which applications were filed prior to May 12, 1988, and for which authorization was not received prior to May 12, 1988, and (ii) interruptible transportation services under Rate Schedule AOT;
 - (e) Transporter's other interruptible services that were requested by Shippers before 5:00 p.m. on May 23, 1988; and
 - (f) Transporter's other interruptible services requested by Shippers on a first-come, first-served basis.

With respect to the firm transportation services in Section 4(a) above, quantities scheduled from Primary Receipt Points to Primary Delivery Points shall be scheduled first and shall be given the highest priority, and quantities scheduled from Secondary Receipt Points or to Secondary Delivery Points shall be scheduled second. If there is insufficient capacity to provide all firm transportation services requested from Secondary Receipt Points or to Secondary Delivery Points, then the capacity remaining after scheduling receipts at Primary Receipt Points or deliveries at Primary Delivery Points will be made available for the Shippers requesting the use of such Secondary Receipt Points and Secondary Delivery Points on a pro rata basis, in accordance with such Shippers' nominations.

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FERC Docket: RS92- 52-001

Original Sheet No. 50 Original Sheet No. 50 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

A Shipper receiving service under Rate Schedules IT, AOT or FT-A shall not lose its priority for purposes of this Section 4 by the renewal or extension of the term of that service; provided, however, any renewal or extension must be pursuant to a rollover or evergreen provision of the Transportation Agreement.

5. Allocation of Limited Capacity: If, on any day, Transporter determines that the capacity of its system, or any portion thereof including the point(s) at which gas is tendered for transportation is insufficient to serve all transportation requirements which are otherwise scheduled to receive service on such day, then Transporter shall first curtail interruptible services, and thereafter shall curtail firm services. For purposes of curtailing interruptible services, Transporter shall first interrupt those Shippers paying the lowest transportation rate, and then those paying the next lowest rate, and so on until the necessary level of interruption is achieved. Curtailment of interruptible services paying the same transportation rate shall be in accordance with the priority established in Section 4(d), (e) and (f) above. If it is necessary to curtail firm services, Transporter shall interrupt firm transportation services pro rata based on the maximum daily quantity of the affected Shippers; provided however, that services utilizing a Secondary Receipt Point or a Secondary Delivery Point shall be curtailed prior to services utilizing a Primary Receipt Point and a Primary Delivery Point. If Transporter determines at any time that the capacity of its system or any portion thereof, including the point(s) at which gas is tendered for transportation, is sufficient to serve transportation requirements for which nominations have been received in accordance with Section 3 but which have not been scheduled to receive service on that day, Transporter may notify affected Shippers and may allocate available capacity to such requirements in accordance with Section 4 on the basis of requested nominations which are confirmed by such Shippers by telephone or by other means of communication within one hour of the time that such notice is provided; provided, however, that capacity shall be allocated solely on the basis of nominations for the month in which such capacity becomes available and not on the basis of nominations for prior months.

No Shipper receiving interruptible transportation service may be curtailed during a month due to a capacity limitation which is the result of a change in interruptible transportation service for other interruptible transportation Shippers; provided, however, that interruptible transportation service may be curtailed due to a change in interruptible service for other Shippers where the change is due to (i) the correction of a previously existing condition of the nature set forth in Article X of these General Terms and Conditions, (ii) the correction of a previous scheduling error by Transporter or (iii) a request for service by a Shipper receiving service under Rate Schedule AOT.

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GENERAL TERMS AND CONDITIONS (Continued)

6. Supply Deficiencies

If Transporter experiences a supply short fall due to the under delivery of supplies to Transporter's mainline, then (a) if the deficient source is known, Transporter will curtail the corresponding firm or interruptible transportation market; or (b) if the deficient sources are undeterminable, then Transporter will localize the smallest affected area and, at the corresponding delivery point, will curtail interruptible service first and then firm services in accordance with Section 5 of this Article III; provided that verifiable receipt point volumes will not be subject to a supply short fall curtailment.

7. Shipper Imbalances

7.1 Shipper Duty to Control Imbalances - A Shipper receiving any transportation service from Transporter will use, or will cause any party receiving or delivering Shipper's gas to use, all reasonable efforts to ensure that receipts and deliveries of gas are equal to the nominations confirmed by Transporter. Shipper shall also be responsible to control, and if necessary, adjust receipts and deliveries of gas to maintain a balance between such receipts, deliveries and confirmed nominations. To the extent a Shipper is out of balance it will be subject to the daily and monthly balancing provisions contained in Rate Schedule LMS of Transporter's FERC Gas Tariff.

7.2 Outstanding Imbalances - Shippers shall remain responsible for imbalances accrued under their agreements before the effective date of the tariff revisions in Docket No. RS92-52.

7.3 Unauthorized Delivery Imbalance Charge - Unauthorized deliveries are deliveries of transportation gas made to Transporter at the Receipt Point(s) prior to execution of a Transportation Agreement or submission of the Customer Nomination Form provided in Section 3 above. For any unauthorized deliveries, Transporter shall assess a charge equal to two times the Index Price as determined in accordance with the procedures established in Section 5(b) of Rate Schedule LMS. Transporter shall have the right to retain unauthorized deliveries at Receipt Point(s) which have not been cured in accordance with above after 30 days notice to the responsible party.

7.4 Balancing at Contract Termination - Following the termination of the Transportation Contract, Shipper shall be required to correct any remaining imbalance in receipts and deliveries in cash in accordance with the procedures established in Section 6 of Rate Schedule LMS, unless the parties mutually agree otherwise.

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GENERAL TERMS AND CONDITIONS (Continued)

8. Delegation Rights - A Shipper may delegate, for a term of one or more calendar months starting on the first day of a month, to a third party responsibility for submitting and receiving notices, making nominations, or performing other administrative duties under any Transportation Agreement under Rate Schedules FT-A or FT-GS or any operational balancing agreement, subject to the following conditions:
- (a) Shipper must designate in writing the third party to whom it is delegating its responsibilities at least three business days prior to the requested effective date. Any changes to the designation must be submitted in writing to (i) Transporter and (ii) OBA operators at the receipt and delivery points through which the delegated transportation service is received three business days prior to the effective date of the requested change. Shipper's representative shall have all rights and obligations under the Transportation Agreement for the receipt and delivery points so delegated, except that Shipper's representative cannot change the Primary Receipt Points or Primary Delivery Points or otherwise amend the Transportation Agreement. The invoice for all activity during the month will be presented to Shipper in accordance with these General Terms and Conditions.
 - (b) Transporter may rely on communications and actions of Shipper's designated representative for all purposes. Communications with, and actions by, the designated representative shall be deemed communications with or actions by Shipper. Shipper shall indemnify and hold Transporter harmless from suits, actions, costs, losses and expenses (including, without limitation, attorney's fees) arising from claims associated with Transporter's reliance on the communications and actions of Shipper's designated representative, except to the extent attributable to the negligence or misfeasance of Transporter. If Shipper's representative fails to meet its obligations under the Transportation Agreement, then, without Transporter being obligated to proceed against such representative, Shipper shall be liable for all obligations under the Transportation Agreement.
 - (c) A third party may administer and aggregate rights under multiple Transportation Agreements as the designated representative for one or more Shippers; provided however, that such representative (1) shall separately administer and account for each such Transportation Agreement, including without limitation submitting nominations and calculating any imbalances and (2) shall utilize such Transportation Agreement for the transportation of gas for only those Shippers that have delegated the rights and obligations under their Transportation Agreement.

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GENERAL TERMS AND CONDITIONS (Continued)

IV. MEASURING EQUIPMENT

1. Measuring Station: With respect to gas received or delivered under a Transportation Agreement, unless otherwise mutually agreed upon, all measuring facilities shall be installed, if necessary, owned, maintained and operated by Transporter or Transporter's designee near the Receipt Point(s) and Delivery Point(s). The heating value of natural gas delivered shall be measured and determined in accordance with Article III of the General Terms and Conditions.
 - (a) Orifice Meters: Orifice meters, if used, shall be installed, and gas volumes computed, in accordance with American National Standard Bulletin ANSI/API 2530, Orifice Metering of Natural Gas, dated September, 1985, and any modification and amendments thereof, and shall include the use of flange connections and straightening vanes.
 - (b) Positive Displacement Meters: Diaphragm or rotary meters, if used, shall be installed, and gas volumes computed, in accordance with generally accepted industry practices.
 - (c) Turbine Meters: Turbine meters, if used, shall be installed, and volumes computed, in accordance with American Gas Association report 7 dated November, 1984 and any modifications and amendments thereof.
 - (d) Electronic Flow Computers: Electronic or other types of flow computers, if used, shall be installed, and volumes calculated in accordance with generally accepted industry practices. Transporter, on a nondiscriminatory basis, may require the installation of electronic measurement and communications equipment at receipt or delivery points that are estimated to deliver in excess of _____ Mcf per day. Transporter may require all Shippers delivering gas to Transporter at any such receipt or delivery points to contribute their pro rate share of the cost of such equipment.
 - (e) New Measurement Techniques: If, at any time, a new method or technique is developed with respect to gas measurement or the determination of the factors used in such gas measurement, such new method or technique may be substituted upon mutual agreement thereto by the parties.
2. Check measuring equipment: Transporter, Shipper or an OBA Operator may install, maintain, and operate at its own expense, such check measuring equipment as desired, provided that such equipment shall be so installed as not to interfere with the operation of the other party's measuring equipment.

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Original Sheet No. 54 Original Sheet No. 54 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

3. Right to be present: Transporter, Shipper or an OBA Operator shall have the right to have representatives present at the time of any installing, reading, cleaning, changing, repairing, inspecting, testing, calibrating, or adjusting done in connection with the other's measuring equipment used in measuring or checking the measurement of deliveries of gas under the Transportation Agreement. The records from such measuring equipment shall remain the property of their owner, but, upon request, each will submit to the other its records and charts, together with calculations therefrom, for inspection and verification, subject to return within ten days after receipt thereof.
4. Care required: All installations of measuring equipment applying to or affecting deliveries of gas shall be made in such manner as to permit an accurate determination of the quantity of gas delivered and ready verification of the accuracy of measurement. Care shall be exercised by both parties in the installation, maintenance, and operation of pressure-regulating equipment so as to prevent any inaccuracy in the determination of the volume of gas delivered under the Transportation Agreement.
5. Calibration and test of meters: The accuracy of Transporter's, Shipper's or Operators's measuring equipment shall be verified at reasonable intervals and, if requested, in the presence of representatives of Transporter, Shipper or Operator, but no party shall be required to verify the accuracy of such equipment more frequently than once in any thirty-day period. In the event that a party shall notify the other that it desires a special test of any measuring equipment, the parties shall cooperate to secure a prompt verification of the accuracy of such equipment. The expense of any such special test, if called for, shall be borne by the requesting party if the measuring equipment tested is found to be in error not more than two percent.

If, upon test, any measuring equipment is found to be in error by not more than two percent, previous recordings of such equipment shall be considered accurate in computing deliveries of gas, but such equipment shall be adjusted at once to record accurately.

If, upon, test, any measuring equipment shall be found to be inaccurate by an amount exceeding two percent, at a recording corresponding to the average hourly rate of flow for the period since the last preceding test, then any previous recordings of such equipment shall be corrected to zero error for any period which is known definitely, but in case the period is not known or agreed upon, such correction shall be for a period extending over one-half of the time elapsed since the date of the last test, not exceeding a correction period of sixteen days.

GENERAL TERMS AND CONDITIONS (Continued)

6. Correction of metering errors - failure of meters: In the event a meter is out of service or registering inaccurately, the volume of gas delivered shall be determined:
 - (a) by using the registration of any check meter or meters, if installed and accurately registering; or, in the absence of (a);
 - (b) by correcting the error if the percentage of error is ascertainable by calibration, tests, or mathematical calculation; or, in the absence of both (a) and (b);
 - (c) by estimating the quantity of delivery by deliveries during periods under similar conditions when the meter was registering accurately.
7. Preservation of metering records: Transporter and Shipper shall each preserve for a period of at least one year all test data, charts, and other similar records.

V. BILLINGS

1. Monthly billing date: Transporter shall render bills on or before the 15th day of each month for all gas delivered and gas service furnished during the preceding billing period. Transporter may render separate bills for demand charges, commodity charges and cash-out charges.
2. Right of examination: Both Transporter and Shipper shall have the right to examine at any reasonable time the applicable books and records (or portions thereof) of the other to the extent necessary to verify the accuracy of any statement made under or pursuant to the provisions of the Transportation Agreement. Upon receipt of a request, the requestee will either send the relevant information to the requestor or will provide the requestor the right to review such information in the requestee's offices.

VI. PAYMENTS

1. Monthly payment date: Shipper (or other payor) shall pay Transporter, at a bank designated by Transporter, so that payment is received and Transporter has available funds therefrom within ten (10) calendar days from the receipt of the bill, for the gas service purchased by Shipper during the preceding month and billed by Transporter pursuant to the provisions of this Tariff and the Transportation Agreement.
2. Remedies for non-payment: Should Shipper fail to pay all of the amount of any bill as herein provided when such amount is due, Shipper shall pay a Charge for Late Payment. Such Charge for Late Payment shall be determined by multiplying (a) the unpaid portion of the bill, by (b) the ratio of the number of days from the due date to the date of actual payment to 365, by (c) the interest rate determined in accordance with Section

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FERC Docket: RS92- 52-001

Original Sheet No. 56 Original Sheet No. 56 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

154.67 of FERC's regulations. If such failure to pay continues for thirty days after payment is due and Transporter has provided Shipper and the FERC with at least fifteen (15) days notice that service will terminate due to the non-payment, Transporter, in addition to any other remedy it may have under the Transportation Agreement, may terminate the Transportation Agreement; provided, however, that if Shipper in good faith shall dispute the amount of any such bill or part thereof and shall pay to Transporter such amounts as it concedes to be correct and at any time within thirty days after a demand made by Transporter shall furnish good and sufficient surety bond, guaranteeing payment to Transporter of the amount ultimately found due upon such bills after a final determination which may be reached either by agreement or judgment of the courts, as may be the case, then Transporter shall not be entitled to terminate the Transportation Agreement until a default is made in the conditions of such bond.

3. Adjustment of underpayment, overpayment or error in billing: If it shall be found that at any time Shipper has been overcharged or undercharged in any form whatsoever under the provisions of this Tariff or the Transportation Agreement and Shipper shall have actually paid the bills containing such overcharge or undercharge, then within thirty days after the final determination thereof, Transporter shall refund the amount of such overcharge and Shipper shall pay the amount of any such undercharge; provided, however, that interest calculated in accord with Section 2 of this Article VI shall apply to any undercharge or overcharge not paid or refunded within thirty days from the date of the determination of such undercharge or overcharge. In the event an error is discovered in the amount billed in any statement rendered by Transporter such error shall be adjusted within thirty days of the determination thereof provided that claim therefor shall have been made within sixty days from the date of discovery of such error.

VII. POSSESSION OF GAS

Unless otherwise provided in the Transportation Agreement or applicable Rate Schedule, as between Transporter and Shipper, Shipper shall be deemed to be in exclusive control and possession of the gas to be transported (i) prior to receipt by Transporter at the Receipt Point(s), (ii) after receipt by Transporter, when the gas is in the custody of Shipper or Shipper's designee for separation, processing or other handling, and (iii) after delivery by Transporter at the Delivery Point(s); otherwise, Transporter shall be in exclusive control and possession of the gas. The party which shall be in exclusive control and possession of the gas shall be responsible for all injury or damage caused thereby to any third party. In the absence of gross negligence or willful misconduct on the part of Transporter, Shipper waives any and all claims and demands against Transporter, its officers, employees or agents, arising out of or in any way connected with (i) the quality, use or condition of the gas after delivery from Transporter for the account of such Shipper, (ii) any losses or shrinkage of gas during or resulting from transportation hereunder, and (iii) all other claims and demands arising out of Transporter's performance of its duties hereunder, and (iii) all other claims and demands arising out of Transporter's performance of its duties hereunder.

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Original Sheet No. 57 Original Sheet No. 57 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

VIII.PRESSURE OF GAS DELIVERY AND OPERATIONAL FLOW ORDERS

1. Pressure of Deliveries

With respect to all deliveries by Transporter, Transporter shall make deliveries at Shipper's designated delivery points as nearly as practicable at Transporter's line pressure; provided that the minimum pressure shall be as stated in Shipper's Transportation Agreement and shall not be less than 100 pounds per square inch gauge.

2. Operational Flow Orders

(a) Due to the effects of changes in weather, gas demands, flowing gas supplies and/or other factors, it may be necessary for Transporter to informally, via telephone or facsimile, request adjustments in the portfolio of flowing gas supplies of a Shipper(s)/Operator(s) to accommodate the demands on Transporter's system. Shippers without 24-hour gas monitoring capability shall provide Transporter with the name and telephone number of a representative whom Transporter may contact at any time to request such adjustments. If Transporter does not receive full cooperation from its informal request(s), it may be necessary for Transporter, after making an informal request, to issue Operational Flow Orders (OFO) to control the situation(s). All OFOs will be posted on Transporter's Electronic Bulletin Board system, to be followed by a facsimile, written notice or other mutually agreeable means of communication to affected Shippers that will set forth the causes or conditions necessitating the OFO.

(b) Transporter shall issue OFOs as necessary to maintain firm deliveries of scheduled quantities. Additional circumstances under which Transporter may determine that OFOs may be issued include, but are not limited to:

(i) Responding to an event of force majeure;

(ii) Accommodating maintenance and repairs;

(iii) Ensuring current and future maintenance of line pack;

(iv) Ensuring the availability of firm services to all Shippers; and

(v) Responding to any event which Transporter believes in its sole judgment may jeopardize the integrity of its system.

Transporter shall issue all OFOs on a non-discriminatory basis.

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FERC Docket: RS92- 52-001

Original Sheet No. 58 Original Sheet No. 58 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- (c) Upon the issuance of an OFO by Transporter, it shall be incumbent upon each Shipper/Operator to adjust gas supplies as directed. Such response shall be required within the time frame specified in the OFO. Failure to comply in a timely fashion with an OFO may result in an immediate interruption of all or a portion of Shipper's/Operator's service and cause Shipper/Operator to incur penalties as provided for in Rate Schedule LMS. Penalty revenues received by Transporter from Shippers who fail to comply with the OFO will be used to compensate Shippers who comply with the OFO and do not receive their scheduled quantities as a result of the unauthorized actions or the noncomplying Shippers; provided, however, that in no event shall the compensation paid to Shippers who comply with OFOs exceed the penalty revenues actually collected by Transporter from non-complying Shipper. The payment of unauthorized overrun penalties does not create the right to exceed the levels established by an OFO.
- (d) In the event Shipper(s)/Operator(s) does not respond to the OFO and Transporter believes it is necessary to take actions (i.e., buying or selling gas, etc.) to maintain system integrity or to prevent interrupting service to another Shipper, Transporter shall have the right, but not the obligation, to take such remedial actions as it deems necessary. If Transporter takes these actions, it shall be made whole by the non-responding Shipper(s)/Operator(s) for all costs that Transporter incurs.
- (e) Transporter shall not be liable for any costs incurred by any Shipper/Operator in complying with an OFO.
- (f) Transporter shall not be responsible for any damages that result from any interruption in Shipper's/Operator's service that is a result of a Shipper's/Operator's failure to comply promptly and fully with an OFO and the non-complying Shipper(s)/Operator(s) shall indemnify Transporter against any claims of responsibility.
- (g) Notwithstanding the foregoing, when gas supplies necessary to effectuate transportation deliveries are not flowing on the system, Transporter will not be responsible for backing up such supplies and the associated deliveries will be subject to interruption.
- (h) OFO Notice, Contents and Procedures. Transporter shall issue an OFO as expeditiously as is reasonable and practicable in the circumstances. Each OFO will contain the following provisions:
 - (i) time and date of issuance;

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Original Sheet No. 59 Original Sheet No. 59 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- (ii) time that OFO is considered to be effective (if no time is specified, the OFO shall be effective immediately);
- (iii) duration of the OFO (if none is specified, the OFO will be effective until further notice);
- (iv) the party or parties in the attached pipeline segment receiving the OFO;
- (v) the quantity of gas required to remedy the operational condition requiring the issuance of the OFO; and
- (vi) any other term Transporter may reasonably require to ensure the effectiveness of the OFO.

IX. WARRANTY OF TITLE TO GAS

This Article shall apply to all transportation service unless otherwise provided in the applicable Rate Schedule or Transportation Agreement. Shipper and Transporter each warrant for itself, its successors and assigns, that it will have, at the time of delivery of gas hereunder, good title or the right to acquire title to the gas it delivers, that the gas it delivers hereunder shall be free and clear of all liens, encumbrances and claims whatsoever, that each will indemnify the other and save it harmless from all suits, actions, debts, accounts, damages, costs, losses, and expenses arising from or out of any adverse claims of any and all persons to said gas and/or to royalties, taxes, license fees, or charges thereon which are applicable for such delivery of gas and that each will indemnify the other and save it harmless from all taxes or assessments which may be levied and assessed upon such delivery and which are by law payable by and the obligation of the party making such delivery. If Shipper's title or right to deliver gas to be transported is questioned or involved in any action Shipper shall not qualify for or shall be ineligible to continue to receive service until such time as Shipper's title or right to deliver is free from question; provided, however, Transporter shall allow Shipper to qualify for or continue receiving service under this Tariff if Shipper furnishes a bond satisfactory to Transporter. Title to the gas received by Transporter at the Receipt Point(s) shall not pass to Transporter, except that title to gas delivered for Transporter's system fuel and uses and gas lost and unaccounted for shall pass to Transporter upon delivery at the Receipt Point(s).

X. EXCUSE OF PERFORMANCE

1. Relief from liability: Neither Transporter nor Shipper shall be liable in damages to the other for any act, omission or circumstances occasioned by or in consequence of any (1) maintenance, construction, tests, rehabilitation and repairs on pipelines, or (2)

GENERAL TERMS AND CONDITIONS (Continued)

force majeure events, including any acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, wars, blockades, military action, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms or storm warnings,

crevasses, floods, washouts, arrests and restraints of rulers and peoples, civil disturbances, explosions, breakage or accident to machinery or lines of pipe, the necessity for testing or making repairs or alterations to machinery or lines of pipe, freezing of wells or lines of pipe, inability of either Shipper or Transporter to obtain necessary materials, supplies or permits due to existing or future rules, regulations, orders, laws or proclamations of the governmental authorities (federal, state and local), including both civil and military, temporary failure of gas supply, the binding order of any court or governmental authority which has been resisted in good faith by all reasonable legal means, and any other cause, whether of the kind herein enumerated or otherwise, and whether caused or occasioned by or happening on account of the act or omission of one of the parties to the Transportation Agreement or some person or concern not a party thereto, not within the control of the party claiming suspension, and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension. Transporter or Shipper shall exercise reasonable diligence to (1) schedule maintenance so as to minimize or avoid serve interruptions, and (ii) not schedule routine, non-emergency maintenance during periods of peak demand.

2. Liabilities not relieved: Such causes or contingencies affecting the performance of the Transportation Agreement by either party, as defined in Section 1, however, shall not relieve it of liability in the event of its failure to use due diligence to remedy the situation and remove the causes or contingencies affecting the performance of such Agreement, nor shall such causes or contingencies affecting the performance of said contract relieve either party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.
3. Termination of Transportation Agreement: If either Transporter or Shipper shall fail to perform any of the covenants or obligations imposed upon it by the Transportation Agreement, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate such Agreement by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the Transportation Agreement, and if within said period of thirty days the party in default

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Original Sheet No. 61 Original Sheet No. 61 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the Transportation Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty days, the Transportation Agreement shall terminate. Any cancellation of the Transportation Agreement pursuant to the provisions of this paragraph shall be without prejudice to the right of Transporter to collect any amounts then due to it for natural gas service rendered prior to the time of cancellation, and shall be without prejudice to the right of Shipper to receive any gas which it has not received but which it has delivered to Transporter for transportation, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the Transportation Agreement.

XI. NOTICES

Except when the terms of this Tariff require or allow for communication via Transporter's Electronic Bulletin Board system, any communication, notice, request, demand, statement, or bill provided for in the Tariff or in a Transportation Agreement or OBA, or any notice which either Transporter or Shipper may desire to give to the other, shall be in writing and shall be considered as duly presented, rendered, or delivered when mailed by either post-paid registered or ordinary mail or when sent by telegram, cable, telecopy, telex, express mail service, or such other method mutually agreed upon between the parties. The material so sent shall be addressed to the pertinent party at its last known post office address, or at such other address as either party may designate.

XII. MODIFICATION

No modification of the terms and provisions of a Transportation Agreement shall be made except by the execution of written contracts.

XIII. NONWAIVER AND FUTURE DEFAULT

No waiver by either Transporter or Shipper of any one or more defaults by the other in the performance of any provisions of a gas service contract shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

XIV. SCHEDULES AND CONTRACT SUBJECT TO REGULATION

This Tariff, including these General Terms and Conditions and the respective obligations of the parties under the Transportation Agreement, are subject to valid laws, orders, rules, and regulations of duly constituted authorities having jurisdiction and are subject to change from time to time by addition, amendment, or substitution as provided by law.

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Original Sheet No. 62 Original Sheet No. 62 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

XV. OPERATING INFORMATION AND ESTIMATES

At Transporter's request, any Shipper which has executed a Transportation Agreement with Transporter shall furnish to Transporter estimates of the daily, monthly, or annual volumes of natural gas that Shipper desires Transporter to transport for Shipper.

XVI. SERVICE LATERAL PIPELINE POLICY

Transporter will not build or contribute to the cost of any service lateral pipelines to any transportation customer, except for good cause shown in a proceeding under Section 7(c) of the Natural Gas Act. For the purpose of this provision, "service lateral pipelines" are defined as pipelines of a diameter less than 10 inches connected to Transporter's pipeline system for service to city-gate meters. Nothing in this Article shall (i) require Transporter to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act or (ii) prevent Transporter from contesting an application for service filed pursuant to Section 7(a) of the Natural Gas Act.

XVII. RECOVERY OF AMOUNTS IN UNRECOVERED PURCHASED GAS COST ACCOUNT

1. Transporter shall be permitted to direct bill the amount in its Unrecovered Purchased Gas Cost Account to each of Transporter's customers that received firm sales service from Transporter under Rate Schedules CR-2, CRL-2 or SR-2 as of October 31, 1992 ("Other Purchasers"), as follows:
 - (a) for the demand subaccount of the Unrecovered Purchased Gas Cost Account, an amount calculated by multiplying such unrecovered amount by the ratio of (i) each of Transporter's Other Purchasers' demand billing units as of October 31, 1992, to (ii) the total of all Transporter's Other Purchasers' demand billing units as of the same date.
 - (b) for the gas subaccount of the Unrecovered Purchased Gas Cost Account, an amount calculated by multiplying such unrecovered amount by the ratio of (i) each of Transporter's Other Purchasers' purchases during the twelve (12) month period ending October 31, 1992 to (ii) Transporter's actual sales billing units during the same period;

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FERC Docket: RS92- 52-001

Original Sheet No. 63 Original Sheet No. 63 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- (c) an amount, calculated in accordance with the procedures in (a) and (b) above, of any out-of-period costs booked following the suspension, termination or inapplicability of the Purchased Gas Cost Adjustment Provisions and relating to the period prior to such suspension, termination or inapplicability.

In the event the balance of amounts in the Unrecovered Purchased Gas Cost Account is a credit balance, Transporter shall refund a portion of such balance to each of Transporter's Other Purchasers in accordance with the formula specified in this Section 1(a), (b) and (c).

The issuance by Transporter of direct bills or refunds pursuant to this Section 1 is subject to Transporter filing for and receipt of approval from FERC. Within thirty (30) days after receipt of such approval, Transporter shall issue invoices for direct-billed amounts or refunds for any credit balances. Within thirty (30) days after the out-of-period adjustments, Transporter shall issue adjusted direct bills or refunds as a result of such out-of-period adjustments. This Section shall not be construed to affect Transporter's right to recover from Transporter's Other Purchasers such transition costs as it may incur in connection with contracts with suppliers of natural gas or otherwise, such rights being expressly reserved, subject to applicable FERC regulations and orders.

- 2. If any of Transporter's Other Purchasers converted or reduced, in whole or in part, its firm sales contract entitlements under Rate Schedules CR-2, CRL-2 or SR-2, prior to October 31, 1992, Transporter shall be permitted to direct bill its Unrecovered Purchased Gas Cost Account to the converting or reducing Purchaser as follows:
 - (a) for the demand subaccount of the Unrecovered Purchased Gas Cost Account, an amount calculated by multiplying such unrecovered amount by the ratio of each of Transporter's Other Purchasers' reduced demand billing units to the total of all of Transporter's Other Purchasers' demand billing units as of the day prior to the date of such conversion or reduction;
 - (b) for the gas subaccount of the Unrecovered Purchased Gas Cost Account, an amount calculated as follows:
 - (i) for amounts accrued prior to the date of reduction or conversion, an amount calculated by multiplying the total unrecovered amount for those period(s) by (a) the ratio of Transporter's actual sales billing units for each of Transporter's converting or reducing customers to the total of Transporter's actual sales billing units for the applicable period, multiplied by (b) the ratio of each of Transporter's Other Purchasers' converted or reduced demand billing units to their respective sales demand billing units prior to reduction or conversion; and

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 64 Original Sheet No. 64 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

(ii) for amounts accrued after the date of reduction or conversion, an amount calculated at the end of the contract year by multiplying the total unrecovered amount for that year by the ratio of (1) the amount of the reduced or converted demand billing units multiplied by the percentage of the remaining contract year, and (2) the total of Transporter's actual sales billing units to Transporter's Other Purchasers during such contract year.

The percent of contract year is calculated by dividing the number of days from each of Transporter's Other Purchasers' partial reduction or conversion until the end of the contract year, by three hundred and sixty-five (365).

(c) an amount, calculated in accordance with the procedures in (a) and (b) above, of any out-of-period costs booked following the reduction or conversion and relating to the period prior to such partial reduction or conversion.

In the event the balance in the unrecovered Purchased Gas Cost Account is a credit balance, Transporter shall refund a portion of such balance to each of Transporter's Other Purchasers in accordance with the formula specified in this Section 2(a), (b) and (c).

The issuance by Transporter of direct bills or refunds pursuant to this Section 2 is subject to Transporter's filing for a receipt of approval from FERC. Within thirty (30) days after receipt of such approval, Transporter shall issue invoices for direct-billed amounts or refunds for any credit balances. Within thirty (30) days after the determination of the out-of-period adjustments, Transporter shall issue adjusted direct bills or refunds as a result of any out-of-period adjustments. This Section shall not be construed to affect Transporter's right to recover from Transporter's Other Purchasers' such transition costs as it may incur in connection with contracts with suppliers of natural gas or otherwise, such rights being expressly reserved, subject to applicable Commission regulations and orders.

Transporter shall first bill its Unrecovered Gas Cost Account to converting or reducing Purchasers in accordance with the formula specified in this Section 2(a), (b) and (c). Transporter shall then bill the remaining amount in its Unrecovered Gas Cost Account to all of its Other Purchasers in accordance with the formula specified in Section 1(a), (b) and (c).

3. An Other Purchaser may challenge the prudence of any amount that is direct billed by Transporter pursuant to this Article XVII in the FERC proceeding in which Transporter seeks approval of such direct billing; provided however, that such amounts will be subject to challenge only to the extent they have not previously been subject to review in a prior purchased gas adjustment proceeding.

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FERC Docket: RS92- 52-001

Original Sheet No. 65 Original Sheet No. 65 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

XVIII. GAS RESEARCH INSTITUTE RATE ADJUSTMENT

The rates for Transporter's Funding Services as specified below shall be adjusted from time to time to reflect collections to fund the research, development, and demonstration programs of the Gas Research Institute (GRI) in accordance with the procedures herein specified.

1. Funding Services: Funding Services shall include services under all Rate Schedules in Transporter's FERC Gas Tariff; provided, however, that such services shall exclude (1) services for another interstate pipeline which has a GRI rate adjustment charge in its effective FERC Gas Tariff, (2) services for gas volumes which are transported by another interstate pipeline and are subject to a GRI rate adjustment charge in its effective FERC Gas Tariff, and (3) transportation services provided by Transporter to the extent that it is demonstrated that the gas transported is subsequently transported by Transporter and is subject to a GRI rate adjustment charge in this Tariff.
2. Filing of GRI Rate Adjustment
 - 2.1 Effective Rate after GRI Rate Adjustment: The effective rates for Funding Services under Rate Schedules in Transporter's FERC Gas Tariff shall be the Rates After Current Adjustment for each applicable Rate Schedule shown on Seller's effective Tariff Sheet No. 6 reflecting the Current GRI Rate Adjustment under this Article XVIII.
 - 2.2 Effective Date of Adjustment: The Effective Date of Adjustment for each GRI Rate Adjustment filed pursuant to this Article XVIII shall be the date specified in Transporter's filing and, to the extent practicable, shall be the first day of a month. The GRI Rate Adjustment shall become effective on the Effective Date of Adjustment without suspension or refund obligation.
 - 2.3 Filing Procedure: At least thirty days prior to the Effective Date of Adjustment, Transporter shall file with FERC and post, as defined in Section 154.16 of FERC's Regulations, revised Tariff Sheets reflecting the Current GRI Rate.
3. Current GRI Rate Adjustment: The Current GRI Rate Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, which has been approved by the most recent order of FERC approving GRI's research, development, and demonstration program.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 66 Original Sheet No. 66 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

4. Disposition of Revenues Collected Under GRI Rate Adjustment: Within fifteen days of the receipt of revenues under the GRI Rate Adjustment, Transporter shall remit to GRI the amounts collected less any amounts properly payable to a federal, state, or local authority relating to such revenues.

XIX. FERC ANNUAL CHARGE ADJUSTMENT

Transporter shall adjust the rates for Funding Services as specified below from time to time to reflect the annual charge assessed Transporter by FERC (Annual Charge) pursuant to Order No. 472 or any other superseding or related rule or order.

1. Funding Services: Funding services shall include all services under Rate Schedules in Transporter's FERC Gas Tariff.
2. Filing of Annual Charge Rate Adjustment: The effective rates for Funding Services under Rate Schedules in Transporter's FERC Gas Tariff shall be the Rate After Current Adjustment for each applicable Rate Schedule shown on Transporter's effective Tariff Sheet No. 6 reflecting the Current Annual Charge Rate Adjustment under this Article XIX.
 - 2.1 Effective Date of Adjustment: The Effective Date of Adjustment for each Annual Charge Rate Adjustment filed pursuant to this Article XIX shall be October 1 of each year. The Annual Charge Rate Adjustment shall become effective on the Effective Date of Adjustment without suspension or refund obligation.
 - 2.2 Filing Procedure: At least thirty days prior to the effective Date of Adjustment, Transporter shall file with FERC and post, as defined in Section 154.16 of the Commission's Regulations, revised Tariff Sheet No. 6 in Volume No. 1 of Seller's FERC Gas Tariff, reflecting the Current Annual Charge Rate Adjustment.
3. Current Annual Charge Rate Adjustment: The Current Annual Charge Rate Adjustment shall be the unit amount, adjusted as necessary for heating value and pressure base, which FERC orders to be effective for the fiscal year commencing on the Effective Date of Adjustment.
4. Retention of Revenues Collected under Annual Charge Rate Adjustment: Transporter shall retain all revenues collected under this Article XIX. Except as provided by this Article XIX, Transporter shall not have the right to seek to recover in any proceeding under Section 4(e) of the Natural Gas Act any Annual Charges recorded in its FERC Account No. 928.

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FERC Docket: RS92- 52-001

Original Sheet No. 67 Original Sheet No. 67 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

XX. INFORMATION AND COMMUNICATIONS REGARDING TRANSPORTATION SERVICES

This article describes the information and procedures Transporter will make available pursuant to Order Nos. 497 and 636.

1. System and Service Information

Any person desiring information on the availability, pricing, or other terms of the transportation services can call the Transportation Services Department (713-757-5555).

2. Access to Electronic Bulletin Board

A Shipper may gain use of Transporter's Electronic Bulletin Board system by:

- (a) acquiring compatible PC capability;
- (b) executing an Electronic Bulletin Board Access Service Agreement with Transporter;
and
- (c) receiving a user identification number for accessing the system.

3. Electronic Bulletin Information

Any person desiring information on the availability, pricing, or other terms of the transportation services can call the Transportation Services Department (713-757-5553). Transporter shall provide the following information on Transporter's Electronic Bulletin Board system, updated as indicated.

GENERAL TERMS AND CONDITIONS (Continued)

| Transaction | Post | Update | Remove |
|--|---|---------------------------|--|
| (a) Capacity Reallocation Transactions | | | |
| - Pre-arranged transfers | Shippers provide on line or within two business days by Transporter | As necessary | Upon deal completion |
| - Regular releases | Shippers provide on line or within two business days | As necessary | Upon deal completion, notification by Shipper or after one year subject to reporting |
| - Requests for releases | Requestors provide on line or within two business days | As necessary | Upon deal completion, notification by Shipper or after one year subject to reporting |
| (b) Unused Firm Capacity | Daily as required | Daily as required | Permanent feature |
| (c) Maintenance Schedules | One month in advance | Weekly update as required | Project completion |
| (d) Capacity Restriction | Immediately upon occurrence | As necessary | End of one month |
| (e) Operational Flow Orders | Immediately upon request | As necessary | When change occurs |
| (f) Notice of Meetings, | One year in advance, if possible | As necessary | End of one year |
| (g) Discounts | As applicable | As necessary | Two months |
| (h) Tariff Rates | As tariff changes | As necessary | When change occurs |
| (i) Tariff | As tariff changes | As necessary | When change occurs |

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 69 Original Sheet No. 69 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

4. Service Complaints

Customers are encouraged to resolve any disputes informally with their designated customer representatives. A formal complaint concerning any transportation services offered by Transporter shall specifically state that it is a complaint under Order No. 497 and shall be directed, preferably in writing, to the Vice President, Transportation Services, Tenneco Gas, P.O. Box 2511, Houston, Texas 77252-2511. The Vice President or his designee will respond initially to the complainant within 48 hours (exclusive of weekends and holidays), and in writing within 30 days.

5. Common Operating Facilities and Personnel

Transporter and its marketing affiliates have no common officers or employees. Transporter shares no operating facilities or operating personnel with any marketing or brokering affiliate with this possible exception: Transporter field personnel perform field operations (pipeline maintenance and testing) for Minnesota Intrastate Transmission System (MITS), a 31 mile Minnesota Hinshaw pipeline which may be a marketing or brokering affiliate of Transporter. Gas control activities related to MITS are performed by Tenneco Gas Inc.'s Gas Control Department. This group also provides gas control services for Transporter.

XXI. RELEASES OR ASSIGNMENTS OF FIRM TRANSPORTATION SERVICES

A Shipper (herein referred to as "Releasing Shipper") under Rate Schedule FT-A may notify Transporter that Releasing Shipper desires to be relieved of all or a portion of the maximum daily quantity as set forth in its then effective Transportation Agreement. A release for the entire remaining term of the Releasing Shipper's Transportation Agreement shall effect a permanent assignment. In the event of a permanent assignment, the assignee ("Replacement Shipper") shall receive all contractual rights associated with the released capacity, including any rights of extension or first refusal associated with the assigned capacity.

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FERC Docket: RS92- 52-001

Original Sheet No. 70 Original Sheet No. 70 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

1. Releasing Shipper's Request for Assignment

A Releasing Shipper that desires to release its rights to service on a basis that does not qualify for an exemption from prior posting pursuant to Section 3, may post directly on Transporter's Electronic Bulletin Board (EBB) a Release Request, in the form set forth at Sheet Nos. 133-134 of this Tariff, containing the following information:

- a) Releasing Shipper's name and Transportation Agreement number;
- b) the quantity to be released (including any minimum acceptable quantity);
- c) the proposed commencement date and term of the release (including any minimum acceptable term);
- d) the Primary Receipt Points and Primary Delivery Points for the released service and the amount of the firm capacity to be released at each such point (the total receipt point capacity released shall be equal to the total delivery point capacity released);
- e) the reservation and/or usage rates and all other applicable rates, charges and surcharges for the released service, including any applicable minimum rate(s);
- f) whether the transportation rights are to be released on a firm or an interruptible basis and, if on an interruptible basis, the specific conditions for interruption and/or recall of the capacity;
- g) whether contingent bids will be accepted for evaluation and, if so, whether the contingency can extend beyond the Bidding period; if the contingency may extend beyond the Bidding Period, whether, and for what time period, the next highest bidder will be obligated to acquire the capacity should the winning contingent bidder exercise its option not to take the capacity;
- h) whether the release is contingent on Releasing Shipper's ability to release associated capacity on another pipeline and, if so, all conditions associated with such contingency;
- i) whether bids based on a one part volumetric rate will be accepted and, if so, the method for evaluating one part rate bids vis-a-vis two part rate bids and any special conditions associated with release on a volumetric basis;
- j) any objective, non-discriminatory economic value standard (including tie-breaking methodology) which Releasing Shipper desires Transporter to utilize to determine the award of released transportation rights as an alternative to the method set

GENERAL TERMS AND CONDITIONS (Continued)

forth in Section 6, including any alternative to the use of a lottery to choose between bids of equal value. If Releasing Shipper wishes such standard to permit more than one Replacement Shipper, Releasing Shipper must set forth the methodology to be used to select more than one winning bidder.

- k) the manner in which any refunds in rates and charges ordered by FERC with respect to the released capacity will be distributed by Releasing Shipper to Replacement Shipper.
 - l) whether the Releasing Shipper has made prior arrangements with a person to release to such person such transportation rights ("Prearranged Bidder"). In such event, the Releasing Shipper additionally shall submit:
 - i) the identity of the Prearranged Bidder;
 - ii) the term, quantity and reservation and/or usage rates and all other applicable rates, charges and surcharges to which the Prearranged Bidder has agreed;
 - iii) a statement that the Prearranged Bidder has agreed unconditionally to accept the transportation rights on the terms prescribed in the Release Request; and
 - iv) evidence that the Prearranged Bidder meets the creditworthiness requirement of Article XXII, Section 4, unless the Releasing Shipper requests Transporter to waive the application of such requirement for the Prearranged Bidder and for other Bidders on a non-discriminatory basis and provides Transporter with a guarantee satisfactory to Transporter of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to commencement of service to the Replacement Shipper.
 - m) any other conditions of the release, including whether Releasing Shipper will require Replacement Shipper to indemnify Releasing Shipper in connection with the release, and if so, the terms of the indemnification.
2. Replacement Shipper's Request for Assignment
- A Shipper that desires to acquire rights to certain transportation service may post on Transporter's EBB in accordance with Section 4(b), a Replacement Shipper Request which shall contain the following information:
- (a) Replacement Shipper's name;
 - (b) the maximum daily quantity desired;
 - (c) the desired commencement date and term of the transportation service;

GENERAL TERMS AND CONDITIONS (Continued)

- (d) the desired primary receipt and primary delivery point capacity for the transportation service;
- (e) whether Replacement Shipper is seeking firm or interruptible service.

3. Releases Permitted Without Prior Posting

A Releasing Shipper may release some or all of its transportation rights without competitive bidding if its proposed release qualifies under this Section 3.

- a) Short-Term Release Election: Competitive bidding for released capacity will not be required if:
 - i) the release term is less than one calendar month for releases beginning on the first day of the calendar month or less than thirty days for any other release;
 - ii) the Releasing Shipper provides Transporter with the information specified in Section 1(a), (b), (c), (d), (e), (f), (k) and (m) with respect to the short term release; and
 - iii) either the Releasing Shipper acts as agent for the Replacement Shipper with respect to the released capacity and agrees to remain directly liable for all rates, charges and surcharges associated with the released capacity, or prior to the commencement of service the short-term Replacement Shipper enters into a separate Transportation Agreement with Transporter incorporating the information required by Section 3(a)(ii) and establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Section 5(a).

Releases made pursuant to this Section 3(a) may not be rolled-over, renewed or otherwise extended beyond the term described above in Section 3(a)(i) unless the Replacement Shipper agrees to pay the applicable maximum rate and meets all other terms and conditions of the release request or the Releasing Shipper follows the prior posting and bidding procedures; provided that the Releasing Shipper may use this Section 3 to release the capacity again to the same Replacement Shipper commencing 30 days from the end of the original release.

Releasing Shipper shall post the terms of a release under this Section 3(a) on Transporter's EBB no later than 48 hours after the commencement of the release.

- b) Maximum Rate Prearranged Bidder: Competitive bidding for released capacity will not be required if a Prearranged Bidder has agreed to pay Transporter's maximum applicable rates and to the maximum term and quantity stated in the Release Request. Provided that:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 73 Original Sheet No. 73 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- (i) the Releasing Shipper provides Transporter with the information specified in Section 1(a), (b), (c), (d), (e) (f), (k) and (m); and
- (ii) prior to the commencement of service the Prearranged Bidder enters into a Released Transportation Agreement with Transporter (a) incorporating the information required by item (i) above and (b) establishing creditworthiness in accordance with the same standards and procedures as are provided for Bidders in Section 5(a).

Releasing Shipper will post the terms of a release under this Section 4(b) on Transporter's EBB no later than 48 hours after the commencement of release.

4. Posting of Release Requests and Replacement Shipper Requests

- a) Releasing Shipper shall post all applicable information required by Section 1 on Transporter's EBB, which system will automatically assign an individual release number to such Release Request. The period of time for posting of the information ("Posting Period"), and the period of time during which bids will be received on such Release Request ("Bidding Period"), shall be as set forth in Section 8.
- b) Releasing Shipper may withdraw its Release Request up to the close of the applicable Bidding Period; provided, however, withdrawal will not be allowed if a valid bid(s) meeting the Releasing Shipper's minimum requirements has been submitted unless such Releasing Shipper can demonstrate a valid basis for such withdrawal which does not work to unduly discriminate against Bidders.
- c) Replacement Shipper shall post all applicable information required by Section 2 on Transporter's EBB. Such requests shall remain posted for a period of four weeks or until a transaction is effected, whichever is the shorter period.
- d) Transporter makes no representation or warranty to any party concerning the accuracy or completeness of any posted information or concerning the willingness or ability of any Releasing Shipper to release transportation rights hereunder or of any Replacement Shipper to accept transportation rights hereunder. Transporter shall not be liable to any party for any damages, of any nature whatsoever, including without limitation any special, incidental, or consequential damages or any other kind that may arise in connection with the posting of information hereunder, except that resulting from the negligence, bad faith, fraud or willful misconduct of Transporter.

GENERAL TERMS AND CONDITIONS (Continued)

5. Bidding for Transportation Rights

- a) Persons that desire to bid on released transportation rights must pre-qualify with Transporter by entering into a Released Transportation Agreement with Transporter and by demonstrating creditworthiness, in the same manner and subject to the same standards and procedures as required for firm shippers under Article XXII of these General Terms and Conditions. The creditworthiness requirement shall be continuing in nature in the same manner and to the same extent as prescribed for firm shippers under Article XXII, Section 4.1 of these General Terms and Conditions. Transporter will waive the creditworthiness requirement on a non-discriminatory basis for Bidders on a Release Request, and permit them to submit Bids, if the Releasing Shipper provides Transporter with a guarantee satisfactory to Transporter of all financial obligations of the Replacement Shipper under its Released Transportation Agreement prior to the commencement of service to the Replacement Shipper.

- b) Bidders prequalified pursuant to Section 5(a) may submit Bids during the Bidding Period applicable to a Release Request. All bids must be submitted via Transporter's EBB. In transmitting a Bid, Bidders recognize that such Bids will be accessible by other Bidders through the EBB; provided that the EBB will be programmed such that upon submission all Bids will be assigned a Bid number and the identify of the Bidder will not be revealed during the Bidding Period. Bidding will be an iterative process in that a Bidder may submit any number of Bids during the Bidding Period; provided that each new submission of a Bid effects the withdrawal of the previous one such that a Bidder may not have more than one Bid in contention for the capacity at the same time. If a Bidder withdraws its Bid by resubmitting a new one, such new Bid must be at a higher rate. A Bidder retains the right to withdraw its Bid until the close of the Bidding Period. Bids must contain the information on the Bid Form set forth at Sheet No. 135 of this Tariff, including:
 - i) the identity of the Bidder (which will be concealed during the Bidding Period;
 - ii) the Transportation Agreement number of the Releasing Shipper and Release Request number to which the Bid relates;
 - iii) the bid rate(s) that the Bidder is willing to pay for the released transportation rights, which shall be no less than any minimum bid rate(s) specified in the Release Request;
 - iv) the quantity applicable to the Bid, which must be no less than the minimum specified in the Release Request;

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 75 Original Sheet No. 75 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- v) the term for which the Bidder wishes to obtain the transportation rights, which must be the same as the term specified in the Release Request, or be no less than any minimum term specified in the Release Request; and
- vi) whether the Bid is contingent and, if so, the basis for the contingency.

All bids must be for the receipt and delivery points specified in the Release Request. The receipt and delivery points awarded a Replacement Shipper in accord with this section shall be specified on its Transportation Service Agreement. Replacement Shipper shall be eligible for the use of secondary points in accord with the priority afforded the released transportation under Article III, Section 4, of Transporter's FERC Gas Tariff.

6. Determination of Successful Bidder

Transporter shall determine the successful bidder in accordance with the following procedures:

- a) If the Release Request specifies an economic value standard for the award of released transportation rights, Transporter shall apply such standard including any designated tiebreaking procedure if necessary, to determine the successful Bidder. Transporter's application of Releasing Shipper's economic value standard shall result in as many successful bidders as mandated thereby.
- b) If no standard is specified in the Release Request, Transporter shall evaluate the Bids and award the capacity based on the following procedures. Transporter shall determine the bid or bids having the highest present value ("PV") based on the following formula:

$$PV = (\text{Bid Rate}) \times (\text{Bid Quantity}) \times \frac{1 - (1+i)^{-N}}{i}$$

where

Bid Rate = for firm releases, the reservation charge which the Bidder has agreed to pay; for interruptible releases, the usage charge which the Bidder has agreed to pay.

Bid Quantity = the quantity stated in the Bid.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 76 Original Sheet No. 76 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

i = interest rate per month (which shall be the then current maximum yield on five year U.S. Government Treasury notes divided by 12), (Transporter will post the current Treasury note rate on its EBB); and

N = the lesser of (i) the term proposed by the Bidder or (ii) 60 months.

- c) If a Release Request includes a Prearranged Bidder, then the released transportation rights shall be awarded to the Prearranged Bidder if its Bid either (a) is equal to or is higher than the Bid with the greatest economic value under the standard submitted by the Releasing Shipper, or (b) has a present value, determined in accordance with Section 6(b), which is equal to or higher than the highest present value of the Bids submitted by all other Bidders, or (c) if the Prearranged Bidder agrees to match any Bid having a greater economic value or higher present value, as applicable, within the time period provided by Section 7.

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FERC Docket: RS92- 52-001

Original Sheet No. 77 Original Sheet No. 77 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- d) If only one Bidder has submitted a Bid which reflects either the greatest economic value or highest present value, as applicable, then the transportation rights shall be awarded to that Bidder, subject to any Prearranged Bidder's exercise of its right of first refusal (matching) as set forth above.
- e) If two or more Bidders have submitted Bids which reflect the greatest economic value or the highest present value, as applicable, then, subject to any Prearranged Bidder's exercise of its right of first refusal, the released transportation rights will be awarded on the basis of a lottery that is limited to such Bidders, unless the Releasing Shipper has specified an alternative means for awarding the released capacity as between two or more equal bids ("alternative tie breaker"). The winner of the lottery or alternative tie breaker shall be awarded the transportation rights for which it has submitted a Bid. Transporter will conduct the lottery or alternative tie breaker in a non-discriminatory manner.
- f) Transporter's application of Transporter's present value formula and the lottery shall result in only one successful Bidder per Release Request.
- g) For informational purposes only, Transporter shall post on its EBB the identity of the winning bidder and the terms of the successful bid.
- h) Prior to the commencement of service pursuant to the Release Request, Transporter shall prepare and transmit to the successful Bidder a Transportation Agreement stating the quantity, rates, term, Maximum Receipt Quantities at all Primary Receipt Points and Maximum Delivery Quantities at all Primary Delivery Points, governing rate schedule, and any special terms and conditions for each awarded release. Releasing Shipper's Transportation Agreement will be amended to reflect that the Releasing Shipper has released all or a portion of its transportation rights.
- i) Prior to the commencement of service pursuant to any Release Request, the Replacement Shipper shall submit to Transporter, in accordance with Article XXII of these General Terms and Conditions, a check in an amount equal to the lesser of \$10,000 or the total reservation charges under its Released Transportation Agreement applicable to the released service for a three month period, provided that if the release is for less than a three month period and the total reservation charge for the release is less than \$10,000, then the prepayment requirement will be equal to the total reservation charges for the released services.

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FERC Docket: RS92- 52-001

Original Sheet No. 78 Original Sheet No. 78 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

7. Applicable Deadlines

- a) For releases of less than 30 days (not subject to bidding) or releases under prearranged deals at the maximum rate, Releasing Shipper and Replacement Shipper shall notify Transporter 24 hours in advance of the time specified in Transporter's Tariff for the nomination of the assigned service.
- b) For all other releases, Releasing Shipper shall post the Release Request on Transporter's EBB. Release Requests shall remain posted for the following period:
 - (i) Release Requests for a term of three months or less shall be posted such that the minimum Bidding Period specified below closes 48 hours prior to the time specified in Transporter's tariff for nomination of the assigned service;
 - (ii) Release Requests for a term of greater than three months shall be posted such that the minimum Bidding Period specified below closes on the fifth business day preceding the time specified in Transporter's tariff for nomination of the assigned service;
- c) Releasing Shipper's posting of a Release Request shall specify the beginning and ending dates of the Bidding Period, which shall be for a minimum of:
 - (i) one business day for Release Requests with a term of three months or less;
 - (ii) five business days for Release Requests with a term of more than three months.
- d) Within twenty four hours after the close of the Bidding Period, Transporter shall notify any Prearranged Bidder of any competing bid that has either (i) an economic value determined in accordance with Releasing Shipper's Standard, or (ii) a present value determined in accordance with Transporter's formula, as applicable, that is higher than that of the bid by the Prearranged Bidder. The Prearranged Bidder shall have eight hours following such notification to match such higher bid for a Release Request of three months or less, and twenty four hours following such notice to match such higher bid for a Release Request with a term of more than three months.

8. Reassignment of Released Capacity

A Replacement Shipper shall be allowed to release the capacity under its Released Transportation Agreement, provided that the re-release is not inconsistent with the original Releasing Shipper's release request. Replacement Shipper seeking to re-release capacity will be subject to the same terms and conditions set forth in this Article that apply to Releasing Shippers as well as any limitations established in the original release of capacity.

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FERC Docket: RS92- 52-001

Original Sheet No. 79 Original Sheet No. 79 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

9. Submission of Information

Shippers shall submit all necessary information, Release Requests, Replacement Requests and bids to Transporter via Transporter's EBB.

10. Marketing of Released Capacity

Transporter shall have no obligation to market any capacity available to be released by a Releasing Shipper. Transporter, however, may agree to market capacity for a Releasing Shipper and may negotiate a fee with the Releasing Shipper for such service.

11. Further Conditions on Release of Transportation Rights

- a) Persons participating in this release program agree to be bound by and shall comply with the terms and conditions of this Tariff, and all applicable FERC rules, orders and regulations.
- b) All terms and conditions in all Release Requests must be objectively stated, applicable to all Bidders and non-discriminatory.
- c) The minimum term for any release shall be one day and the maximum term shall be the remaining term of the Releasing Shipper's Transportation Agreement.
- d) The maximum rate for a volumetric release shall not exceed the daily demand rate for the released capacity. Such maximum rate for volumetric releases only applies to the reservation portion for the rate; the Replacement Shipper will also be liable for all applicable usage charges. The maximum rates for all other releases shall be the applicable maximum reservation rate and commodity rate, as well as all other applicable rates, charges and surcharges set forth in this Tariff, notwithstanding any discount to such rates, charges or surcharges then in effect for the Releasing Shipper.
- e) All terms and conditions of all releases must be consistent with the terms and conditions of the Releasing Shipper's Agreement and with this Tariff, including the provisions on nominations and scheduling of service and curtailment of service.

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Original Sheet No. 80 Original Sheet No. 80 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- f) A Releasing Shipper which has released its capacity subject to recall, upon occurrence of the event(s) allowing recall, may effect a recall by notifying Transporter and Replacement shipper by 4:00 p.m. CST on the day preceding the effective date of the recall. Such notification will confirm that the conditions of recall have been met and will be accompanied by the scheduling information required under Article III of Transporter's General Terms and Conditions. The recall may be cancelled by notice from Releasing Shipper by 10:00 a.m. on the day prior to the effective date of the return of the entitlements to Replacement Shipper. Unless a Release Request specifies a different recall period, the recall period shall not exceed 20 days.
- g) Transporter may invalidate any Release Request or any Bid subsequent to its posting on its EBB which does not conform in all respects to the requirements of Transporter's Tariff and such invalidated Release Request or Bid shall be deemed null and void.
- h) Notwithstanding any release hereunder, all Releasing Shippers shall remain responsible for payment of the reservation charge for firm transportation service released. The Releasing Shipper shall receive a reservation credit equaling the reservation dollars which Transporter receives from the Replacement Shipper. The Releasing Shipper will receive credit at the same time Viking invoices the Replacement Shipper for the released capacity, provided, if the Replacement Shipper defaults and Viking must seek payment from the Releasing Shipper, Viking will assess the Releasing Shipper interest at the FERC approved rate. A reservation rate for the purposes of this Section consists of (i) the base reservation rate, and (ii) all applicable surcharges, provided that for releases made on a volumetric basis, the reservation charge shall equal the daily reservation rate multiplied by the applicable volume plus all applicable surcharges. Any discount from said rate comes first off the surcharges and then off the base reservation rate. Therefore, a Releasing Shipper paying a discounted rate is only entitled to receive any revenues from the release of its capacity that exceed the amount of the applicable surcharges.
- i) Transporter shall bill Replacement Shipper based upon the rates, charges and surcharges incorporated by Exhibit into the Released Transportation Agreement. The commodity charges for the Replacement Shipper will include the maximum commodity rate under the applicable rate schedule including all adjustments. If the Replacement Shipper fails to pay all or any portion of any bill by the due date specified on the invoice, Transporter shall send an invoice to the Releasing Shipper for all unpaid amounts up to the amount of the Releasing Shipper's reservation charge, which the Releasing Shipper shall pay to Transporter with interest thereon, which interest shall be calculated from the date which Transporter credited the Releasing Shipper for the applicable reservation charges

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GENERAL TERMS AND CONDITIONS (Continued)

in accord with (h) above. As a courtesy to Releasing Shipper, Transporter shall endeavor to notify Releasing Shipper of the Replacement Shipper's failure to pay its bill in full when due after Transporter becomes aware of such failure; provided, however, that Transporter's inability or failure to provide notice to Releasing Shipper shall not excuse Releasing Shipper from making timely and full payment of the applicable reservation charges. Releasing Shipper shall be responsible for obtaining reimbursement for any such payment from Replacement Shipper. Failure of either the Replacement Shipper or Releasing Shipper to pay bills shall entitle Transporter to exercise the remedies available under the Transportation Agreement and this Tariff, including suspension of service to the Releasing Shipper and the Replacement Shipper, as well as any other remedies available to Transporter.

- j) Any increase in Transporter's rates, charges and surcharges shall remain the responsibility of the Releasing Shipper; provided, however, that the Releasing Shipper may provide in its Release Request for the rates, charges or surcharges for released transportation rights to increase in accordance with any such increases in Transporter's rates, charges and surcharges. In either circumstance, any refunds of any rates or charges ordered by the FERC shall be paid by Transporter to the Releasing Shipper and distributed to the Replacement Shipper in the manner specified in the release request and incorporated in the Released Service Agreement.
- k) The Replacement Shipper's service under a release shall be subject to and governed by the terms and conditions of the Releasing Shipper's Transportation Agreement and governing rate schedule and the Released Transportation Agreement.
- l) Transporter shall accept nominations, schedule service, afford priority of service and curtail service based on instructions and communications from the Releasing Shipper and the Replacement Shipper which are consistent with one another and with the terms and conditions of Transporter's Tariff and their respective service agreements. In the event that instructions or nominations from the Releasing Shipper and Replacement Shipper are, in Transporter's sole opinion, inconsistent or conflicting, Transporter shall use reasonable efforts to contact the Releasing Shipper and Replacement Shipper to resolve the conflicting communications. In the event Transporter is unable to resolve the conflict prior to the time that it must take the required action, Transporter shall comply with the instructions of the Releasing Shipper; provided however that such instructions must not be inconsistent with Transporter's Tariff or the terms of either the Releasing Shipper's or

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GENERAL TERMS AND CONDITIONS (Continued)

effect compliance with such requirements (the installation of such equipment shall be subject to prior approval of Seller as to the design and construction of such facilities, which approval shall not be unreasonably withheld);

- (c) all gas shall not contain more than twenty (20) grains of total sulphur, nor more than one fourth (1/4) of one grain of hydrogen sulphide per one hundred (100) cubic feet;
 - (d) not contain more than two-tenths of one percent (0.2%) by volume of oxygen, and Buyer shall make every reasonable effort to keep the gas free of oxygen;
 - (e) not contain more than four percent (4%) by volume of a combined total of carbon dioxide and nitrogen components; provided, however, that the total carbon dioxide content shall not exceed three percent (3%) by volume.
 - (f) have a temperature of not more than one hundred twenty degrees (120°) Fahrenheit;
 - (g) have been dehydrated by Buyer for removal of entrained water present therein in a vapor state, and in no event contain more than seven (7) pounds of entrained water per million cubic feet, at a pressure base of fourteen and seventy three hundredths (14.73) pounds per square inch and a temperature of sixty degrees (60°) Fahrenheit as determined by dew-point apparatus approved by the Bureau of Mines or such other apparatus as may be mutually agreed upon.
2. If the gas offered for delivery by Seller shall fail at any time to conform to any of the specifications set forth in Section 1 of this Article, then Buyer shall notify Seller of such deficiency and thereupon may at Buyer's option refuse to accept delivery pending correction by Seller. Upon Seller's failure promptly to remedy any deficiency in quality as specified in Section 1 of this Article, Buyer may accept delivery of such gas and may make changes necessary to bring such gas into conformity with such specifications, and Seller may reimburse Buyer for any reasonable expense incurred by it in effecting such changes.
 3. The design and construction of any facilities to be installed by Buyer in order to comply with the quality specifications in Article II Section 1 shall be approved by Seller prior to such facilities being placed in service.
 4. Tests to determine sulphur, hydrogen sulphide, oxygen, carbon dioxide and nitrogen content shall be made by approved standard methods in general use in the gas industry.
 5. As to gas which fails to meet the quality specifications set out in Section 1 of this Article II, or, if applicable, the quality specifications set out in the Transportation Contract or applicable Rate Schedule, Seller shall have the right to refuse to accept

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GENERAL TERMS AND CONDITIONS (Continued)

delivery of such gas and in the event Buyer does not correct the quality deficiency within 48 hours Seller may terminate all receipts under the Transportation Contract involving the deficient gas.

6. Notwithstanding the exercise by Seller of the options in Section 5 above, Buyer shall use its best efforts to correct any quality deficiency in the gas tendered for transportation. Further, notwithstanding Seller's election under Section 5 above, Buyer shall reimburse Seller for all expenses incurred in repairing injuries to Seller's facilities resulting from deliveries of gas which do not conform to the quality specifications set forth in Section 1 of this Article II.
7. Seller shall have the right to collect from all Buyers delivering gas to Seller at a common Receipt Point their pro rata share of the cost of any additional gas analysis and quality control equipment which Seller, at its reasonable discretion, determines is required to be installed at such Receipt Point to monitor the quality of gas delivered. With respect to Shippers subject to Rate Schedules IT-2 and/or FT-2, the collection shall be by means of an Incidental Charge.
8. Separation, Dehydration and Processing: Seller at its reasonable discretion may require that some or all of the gas to be transported be processed to remove liquid and liquefiable hydrocarbons prior to delivery to Seller or may require evidence that satisfactory arrangements have been made for the removal of liquid and liquefiable hydrocarbons at a separation and dehydration and/or processing plant on Seller's system. In the event separation and dehydration and/or processing is to occur after delivery of transportation gas to Seller, Seller and Buyer shall determine a mutually agreeable charge for the transportation of liquid and liquefiable hydrocarbons.

III. MEASUREMENT AND SCHEDULING OF RECEIPTS AND DELIVERIES

1. Unit of Measurement: The sales unit of gas delivered by Seller shall be a dekatherm. The transportation unit of gas received and delivered by Seller shall be a dekatherm.
2. Determination of Volume and Total Heating Value: The volume and the total heating value of gas received and delivered by Seller shall be determined as follows:
 - (a) The unit of volume, for the purpose of measurement, shall be one (1) cubic foot of gas at a temperature of sixty degrees (60°) Fahrenheit, and at a pressure of thirty-three hundredths (.33) pounds per square inch above an assumed atmospheric pressure of fourteen and four tenths (14.4) pounds per square inch (fourteen and seventy-three hundredths (14.73) pounds per square inch absolute pressure).
 - (b) The total heating value of the gas per cubic foot shall be determined for any month by taking the average of the heating values determined on a dry basis as recorded

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GENERAL TERMS AND CONDITIONS (Continued)

for each hour of each day by a calorimeter or as determined by chromatographic analysis of a sample of gas collected daily during the month, or any other method mutually agreed upon.

- (c) Dekatherms delivered shall be determined by multiplying the Mcf delivered by the ratio of the Btu per cubic foot delivered to 1,000. For purposes of this determination the specific gravity and heating value shall be determined at approximately the same time.
- (d) The temperature of the gas passing through the meters shall be determined for any day by the continuous use of a recording thermometer so installed that it may properly record the temperature of the gas flowing through the meters. The arithmetic average of the temperature recorded each day shall be used in computing gas volumes.
- (e) The specific gravity of the gas delivered shall be determined by the use of a recording gravitometer, which shall be checked at least once each month, or any other method mutually agreed upon.
- (f) The deviation of the natural gas from Boyle's Law shall be determined by the use of the tables of formulae published by the American Gas Association Par Research Project NX-19 corrected for carbon dioxide and nitrogen, or any superseding applicable tables published by the American Gas Association.

Determinations of the molecular percentage of N₂ and CO₂ in the gas shall be made within thirty (30) days after commencement of deliveries and at least quarterly thereafter. The molecular percentage of N₂ and CO₂ thus determined will be used to determine the supercompressibility factors during the ensuing period, with corrections for specific gravity, temperature and pressure.

- 3. Determination of Deliveries and Receipts: Seller shall determine the allocation of quantities of gas received at any Receipt Point or delivered at any Delivery Point among Shippers and services as follows: (a) In accordance with allocation procedures specifically agreed to by Seller and the operator of the Receipt Point or of the Delivery Point, in advance of gas flow or at the beginning of any month thereafter, unless a lesser period of time is mutually agreed upon by Seller and the operator; (b) In the absence of a methodology set forth in (3)(a), Shipper shall cause the operator at the Receipt Point or Delivery Point to advise Seller in advance of gas flow and at the beginning of each month thereafter, unless a lesser period of time is mutually agreed upon by Seller and the operator, or the methodology to be utilized in determining actual receipts or deliveries among all Shippers and services scheduling service at such Receipt Point or Delivery Point (i.e., which services are baseloaded and which services take the swing); provided, however, that such methodology must allocate the receipts or deliveries, to the maximum extent possible, in accordance with confirmed nominations; or

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Third Revised Sheet No. 81D Third Revised Sheet No. 81D : Superseded
Superseding: First Revised Sheet No. 81D

GENERAL TERMS AND CONDITIONS (Continued)

(c) In the absence of methodology as described in (3) (a) or (b), Seller shall allocate quantities across all services nominated and confirmed between Seller and operator, in the following order: first, quantities of gas scheduled under Seller's transportation rate schedules, according to the scheduling sequence set forth in Section 5 below, and second, quantities of gas scheduled under Seller's sales rate schedules; provided, however, that the actual metered volumes received by seller at a Receipt Point or delivered by Seller at a Delivery Point shall be allocated among interruptible transportation services in accordance with confirmed nominations.

4. Scheduling and Allocation

- (a) Initial Service: For purposes of scheduling commencement of transportation service, five business days prior to the beginning of the month in which service is requested to commence, or such lesser period of time mutually agreed upon by Buyer and Seller, Buyer will provide Seller a completed Customer Nomination Form as set forth beginning at Tariff Sheet No. 167. The completed Customer Nomination Form shall be provided to:

Operations Coordinations
Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252
Telefax: (713) 757-5494

No transportation service will commence unless or until Seller has received the completed Customer Nomination Form and the Buyer has been advised by Seller's gas dispatcher that the service may commence. Commencement of service will occur at the beginning of a day unless otherwise mutually agreed by Buyer and Seller.

- (b) Change in Service: For purposes of scheduling any change in transportation service, Buyer will provide a completed Customer Nomination Form indicating the changes requested to be made to the service and the date the revised service is requested to commence.

For changes proposed to be effective at the beginning of the month, the completed Customer Nomination Form must be received at least five business days prior to the beginning of that month, unless a lesser period of time is mutually agreed upon by Buyer and Seller. For all other changes, the Customer Nomination Form must be received by 9:00 a.m. Houston time of the day prior to the requested day of commencement of the revised service, unless a lesser period of time is mutually agreed upon by Seller and Buyer. Except in the instances of a force majeure condition as defined in Article X of the General Terms and Conditions, no change in service will commence unless or until Seller has received the completed Customer Nomination Form and the

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GENERAL TERMS AND CONDITIONS (Continued)

Buyer has been advised by Transporter's gas dispatcher that the revised service may commence. Buyer shall advise Seller as soon as possible with respect to any force majeure or adverse conditions affecting its service. Commencement of any revised service will occur at the beginning of a day unless otherwise mutually agreed by Buyer and Seller.

- (c) Scheduling Duration: The scheduled service specified in a Customer Nomination Form shall be effective only for the calendar month in which the first day of requested service occurs. Service shall terminate at the beginning of the next calendar month unless Seller has received a Customer Nomination Form scheduling service for such month five business days prior to the beginning of that month.
 - (d) Billing Allocation: For purposes of billing for transportation services and sales services, Seller will allocate actual receipts and deliveries among Buyers and services in accordance with Section 3.
5. Scheduling Priority: Seller shall schedule receipts and deliveries of gas in the following sequence:
- (a) pro rata between Seller's firm sales and firm transportation services based on scheduled quantities, pro rata among firm transportation customers and among firm sales customers in accord with Seller's effective curtailment plan as set forth in Article XVIII;
 - (b) pro rata among (i) Seller's interruptible sales and transportation services according to the quantities of gas scheduled under such services (a) for which authorization was received prior to May 12, 1988, or (b) for which applications were filed prior to May 12, 1988, and for which authorization was not received prior to May 12, 1988, provided, however, a Buyer shall not be deemed to have scheduled in excess of 150% of its firm transportation entitlement on Seller's System, and (ii) authorized overrun sales by Buyers who prior to October 1, 1990 had received service under Rate Schedules CR-2, CRL-2 or SR-2 and authorized overrun transportation services for which authorization was received prior to May 12, 1988 according to the quantities of gas scheduled under such services, provided, however, a customer shall not be deemed to have scheduled in excess of 50% of its firm sale or firm transportation entitlement on Seller's System;
 - (c) pro rata among Seller's other interruptible services that were requested by Buyers before 5:00 p.m. on May 23, 1988; and
 - (d) among Seller's other interruptible and authorized overrun services requested by Buyers on a first-come, first-served basis.

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Third Revised Sheet No. 81F Third Revised Sheet No. 81F : Superseded
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GENERAL TERMS AND CONDITIONS (Continued)

A Shipper receiving service under Rate Schedules IT-2, FT-2, or the rate schedules contained in Volume 2 of the Viking tariff shall not lose its priority for purposes of this Section 5 by the renewal or extension of term of that service (or, in the case of a Volume II rate schedule, the replacement of the service with an equivalent service under Rate Schedule IT-2 or FT-2); provided, however, any renewal or extension must be pursuant to a rollover or evergreen provision of the Transportation Contract; provided further, however, nothing herein contained in this Section 5 shall diminish the priority of service under Rate Schedules T-2, T-9 or T-11.

6. Allocation of Limited Capacity: If, on any day, Seller determines that the capacity of its system, or any portion thereof including the point(s) at which gas is tendered for transportation is insufficient to serve all sales and transportation requirements which are otherwise scheduled to receive service on such day, then Seller shall first curtail interruptible services, and thereafter shall curtail firm services. For purposes of curtailing interruptible services (Rate Schedules AO, I-2, IT-2 and T-9 authorized overrun), Seller shall first interrupt those Buyers paying the lowest transportation rate, and then those paying the next lowest rate, and so on until the necessary level of interruption is achieved. Curtailment among interruptible services paying the same transportation rate (or transportation component of the sales rate) shall be in accordance with the priority established in Section 5(b), (c) and (d) above. If it is necessary to curtail firm services, Seller shall interrupt firm sales and transportation services pro rata in accordance with Section 5(a). If Seller determines at any time that the capacity of its system or any portion thereof, including the point(s) at which gas is tendered for transportation, is sufficient to serve sales and/or transportation requirements for which nominations have been received in accordance with Section 4 but which have not been scheduled to receive service on that day, Seller may notify affected Buyers and may allocate available capacity to such requirements in accordance with Section 5 on the basis of requested nominations which are confirmed by such Buyers by telephone or by other means of communication within one hour of the time that such notice is provided; provided, however, that capacity shall be allocated solely on the basis of nominations for the month in which such capacity becomes available and not on the basis of nominations for prior months.

No Buyer receiving interruptible transportation service may be curtailed during a month due to a capacity limitation which is the result of a change in interruptible transportation service for other interruptible transportation Buyers; provided, however, that interruptible transportation service may be curtailed due to an event of force majeure which prevents the customer from tendering gas.

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GENERAL TERMS AND CONDITIONS (Continued)

Seller will monitor, to the best of its ability, receipts and deliveries for each transportation transaction and, based upon information available, advise the Buyer of any imbalance situation which has occurred or may occur unless corrective action is taken. Upon notification, Buyer shall be obligated to adjust receipts and deliveries of transportation gas to correct or avoid any imbalance as promptly as practicable under the circumstance. Any adjustment to receipts and deliveries by Buyer, whether or not pursuant to notification from Seller, shall be coordinated with Seller's gas dispatchers and in accord with the scheduling procedures set forth above.

Nothing in this Section 7 shall limit Seller's right to take actions as may be required to adjust receipts and deliveries of gas in order to alleviate conditions which threaten the integrity of its system, including maintenance of service to higher priority customers.

If Buyer fails to maintain a balance of aggregate receipts and aggregate deliveries under its Transportation Agreement, Seller shall impose one or more of the imbalance charges, as applicable. Except with respect to the imbalance charge provided in (c) below, however, no imbalance charge shall be assessed unless Seller has notified Buyer that an imbalance has occurred or will occur without corrective action and Buyer has failed to take action to the extent practical in coordination with Seller's gas dispatchers. However, (1) Seller will not assess both daily and monthly imbalance penalties for an imbalance occurring in any month, (2) Seller will not assess both daily and monthly scheduling penalties for scheduling variances occurring in any month, (3) Seller will not assess imbalance or scheduling penalties in the event Buyer's failure to take corrective action is due to force majeure conditions as defined in Article X hereof other than temporary failure of gas supply due to factors other than physical impairment of facilities, and, (4) scheduling penalties shall not be assessed for periods where the scheduling error did not cause Transporter to limit service to another Shipper. In calculating excess and deficient quantities, Seller shall adjust for (1) quantities retained for Seller's system fuel and use requirements and gas lost and unaccounted for, (2) make-up quantities used pursuant to Seller's notification to correct any excess or deficiency in receipt and deliveries and (3) for purposes of assessing imbalance charges, any offsetting excess or deficiency in deliveries under other transportation contracts between Seller and Buyer. The amounts collected as imbalance charges by Transporter shall be credited to Account No. 191 as revenues received from the sale of gas.

- (a) Daily Balancing: If on any day Buyer delivers to Seller aggregate quantities of gas at the Receipt Point(s) (Receipts) which are in excess of or deficient by the greater of 50 Dth or five percent (5%) of the aggregate quantities delivered to Buyer at the Delivery Point(s) (Deliveries), (Excess Gas or Deficiency Gas), Buyer shall have seventy-two hours after notification by Seller, or such lesser period of time as reasonably required by Seller to protect the integrity of its system, to agree to a plan of corrective action, including issuing instructions to the upstream

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GENERAL TERMS AND CONDITIONS (Continued)

transporting party making deliveries for Buyer's account. In the event there is more than one Receipt Point under the affected Transportation Contract, and in the absence of further information or until satisfactory further information is received, the imbalance charge for Deficiency Gas shall be calculated as though the imbalance occurred at each Receipt Point under the Transportation Contract in proportion to the quantities of gas received by Seller at each Receipt Point. If on any day Seller delivers for Buyer at a Delivery Point(s) quantities of gas which are in excess of or deficient by the greater of 50 Dth or five percent (5%) of the transportation quantities scheduled for Buyer, Seller shall have the right forty-eight hours after notification to Buyer, or such lesser period of time as reasonably required by Seller to protect the integrity of its system, to initiate corrective action.

In the event Buyer fails to initiate the corrective action mutually agreed upon by the Buyer and Seller's gas dispatchers within the period provided, Seller shall charge Buyer \$0.25 per Dth for any Receipts which are (a) in excess or deficient by the greater of five percent or 50 Dth of Deliveries; provided, however, Seller shall (i) retain any Receipts which are in excess of Deliveries by the greater of eight percent or 50 Dth after such period has expired, at no cost and free and clear of any adverse claims by any party or (ii) charge Buyer an amount equal to two times the current estimated average cost of gas as reflected on Seller's effective Tariff Sheet No. 6 for Receipts which are less than Deliveries by the greater of eight percent or 50 Dth.

- (b) Monthly Balancing: At least seven days prior to the end of each month Seller will notify Buyer if it appears that Aggregate Receipts will be in excess of or deficient by two percent (2%) or more of Aggregate Deliveries. In the event Buyer fails to agree upon the appropriate corrective action to be implemented with Seller's gas dispatchers within two business days after notification, and/or fails to implement the corrective action agreed upon, Seller shall charge Buyer \$0.25 per Dth for any Receipts which are in excess or deficient by less than two percent of Deliveries; provided, however, Seller shall (i) retain any overdeliveries in excess of two percent of Deliveries remaining at the end of the month, at no cost and free and clear of any adverse claims of any party or (ii) in the case of underdeliveries, shall charge Buyer an amount equal to two times the current estimated average cost of gas as reflected on Seller's effective Tariff Sheet No. 6, multiplied by the underdeliveries of gas in excess of two percent of Deliveries. In the event there is more than one Receipt Point under the affected Transportation Contract the imbalance charge for underdeliveries at the Receipt Point(s) shall be calculated as though the imbalance occurred at each Receipt Point under the Transportation Contract in proportion to the quantities of gas received by Seller at each Receipt Point. The appropriate corrective action shall, if required by Seller, include at least forty-five (45) days for Buyer to eliminate the imbalance.

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GENERAL TERMS AND CONDITIONS (Continued)

Imbalances for any month that become apparent after the time for notice has expired shall be considered as an imbalance for the month following the month in which the imbalance became apparent.

- (c) **Unauthorized Delivery Charge:** Unauthorized deliveries are deliveries of transportation gas made to Seller at the Receipt Point(s) or from Seller at the Delivery Point(s) prior to submission of the Customer Nomination Form and scheduling as provided above. Seller shall have the right to refuse tender of or refuse to tender an unauthorized delivery. Upon discovery of an unauthorized delivery, Seller shall notify the Buyer responsible for the unauthorized delivery. Buyer shall have 24 hours to cure the unauthorized delivery by submitting a Customer Nomination Form and confirming scheduling of the deliveries, and in the event of an unauthorized delivery by Seller at a Delivery Point, to deliver to Seller the volumes necessary to balance the unauthorized delivery. For any unauthorized deliveries that have not been timely cured through corrective action by Buyer, Seller shall assess a daily charge equal to Ten Dollars (\$10.00) per dekatherm of natural gas so delivered; provided, however, that Seller shall have the right, without obligation, to waive any charge for such unauthorized deliveries if, for the period in which the charge was incurred, deliveries to Seller's other customers were not adversely affected by such unauthorized deliveries and if Seller's pipeline operations were not impaired thereby.
- (d) **Balancing at Contract Termination:** Following the termination of the Transportation Contract, Buyer shall be required to correct any remaining excess or deficiency in receipts and deliveries within sixty (60) days after the determination by Seller that an excess or deficiency exists, or within such longer period of time mutually agreed upon by Buyer and Seller. If after the balancing period, Seller determines that Buyer received transportation quantities in excess of the quantities delivered to Seller at the Receipt Point(s), Seller shall charge Buyer an amount equal to the excess transportation quantities received by Buyer or its designee multiplied by the current estimated average cost of gas as reflected on Seller's effective Tariff Sheet No. 6. In the event there is more than one Receipt Point under the affected Transportation Contract the charge shall be calculated as though the imbalance occurred at each Receipt Point under the Transportation Contract in proportion to the quantities of gas received by Seller at each Receipt Point. If after the balancing period, Seller determines that Buyer delivered to Seller quantities in excess of the quantities received at the Delivery Point(s), Seller shall retain the excess transportation quantities at no cost and free and clear of any adverse claims by any party.
- (e) **Daily Scheduling:** If on any day the aggregate quantity of gas under the Transportation Agreement which Buyer has requested and Seller has scheduled to deliver exceeds the aggregate quantity actually delivered at the Delivery Point(s) by the greater of five percent or 50 Dth, then Buyer shall pay Seller a penalty equal to the maximum rate for transportation under Rate Schedule IT-2 multiplied by

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GENERAL TERMS AND CONDITIONS (Continued)

(e) Billing Allocation: For purposes of billing for transportation services and sales services, Seller will allocate actual receipts and deliveries among Buyers and services in accordance with Section 3.

5. Scheduling Priority:

(a) Seller shall schedule receipts and deliveries of gas pro rata between Seller's firm sales and firm transportation services based on scheduled quantities, pro rata among firm transportation customers and among firm sales customers in accord with Seller's effective curtailment plan as set forth in Article XVIII. Any available capacity after scheduling firm service shall be scheduled for Seller's interruptible sales and transportation services in accordance with the procedures in Article III, Section 4(d), except that if Buyers bid the same unit transportation rate, available capacity will be allocated in accordance with the priority established in Section 5 (b), (c) and (d) below.

(b) pro rata among (i) Seller's interruptible sales and transportation services according to the quantities of gas scheduled under such services (a) for which authorization was received prior to May 12, 1988, or (b) for which applications were filed prior to May 12, 1988, and for which authorization was not received prior to May 12, 1988, provided, however, a Buyer shall not be deemed to have scheduled in excess of 150% of its firm transportation entitlement on Seller's System, and (ii) authorized overrun sales by Buyers who prior to October 1, 1990 had received service under Rate Schedules CR-2, CRL-2 or SR-2 and authorized overrun transportation services for which authorization was received prior to May 12, 1988 according to the quantities of gas scheduled under such services, provided, however, a customer shall not be deemed to have scheduled in excess of 50% of its firm sale or firm transportation entitlement on Seller's System;

(c) pro rata among Seller's other interruptible services that were requested by Buyers before 5:00 p.m. on May 23, 1988; and

(d) among Seller's other interruptible and authorized overrun services requested by Buyers on a first-come, first-served basis.

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Original Sheet No. 81F1 Original Sheet No. 81F1 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

7. Balancing of Transportation Quantities and Imbalance Charges: It shall be the responsibility of the Buyer to control and, if necessary, adjust deliveries of gas to Seller for transportation and receipts of transportation gas from Seller in order to maintain a daily balance of receipts and deliveries. Seller shall not be obligated to receive or deliver gas in excess of the transportation quantities scheduled for Buyer, nor shall Seller be obligated to deliver to Buyer at the Delivery Point(s) transportation quantities in excess of transportation quantities received for Buyer at the Receipt Point(s), less quantities retained for Transporter's system fuel and uses and gas lost and unaccounted for. Further, Seller shall not be obligated to deliver any quantity of gas at any Delivery Point for which verification that such quantity of gas was received by Seller cannot be obtained from the applicable connecting pipeline on any given day.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 82 Original Sheet No. 82 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

Replacement Shipper's service agreement, in Transporter's sole opinion. The Releasing Shipper will indemnify Transporter against any claim or suit by the Replacement Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the Releasing Shipper's nominations and instructions and will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper. The Replacement Shipper will indemnify Transporter against any claim or suit by the Releasing Shipper, its successors or assigns, arising from any action taken by Transporter in reliance upon the nominations and scheduling instructions of the Replacement Shipper and will hold Transporter harmless for any actions taken by Transporter in reliance upon the instructions of the Releasing Shipper.

- m) A permanent assignment shall transfer all rights of the Releasing Shipper under the applicable Transportation Agreement, including extension and right of first refusal privileges.

XXII. REQUESTS FOR SERVICE

Subject to any conditions set forth in the applicable Rate Schedules, this Article shall govern qualification for receipt of service under Rate Schedules FT-A, FT-GS and IT.

1. Requests for Transportation Service

All Shippers requesting transportation service under Rate Schedules FT-A, FT-GS or IT must provide the information required by this Section 1 and on Transporter's Service Request Form included beginning at Tariff Sheet No. 107, in order to qualify for transportation service. No request for transportation service will be entered on Transporter's log, as required by Section 284.13 of the FERC's Regulations, or scheduled for receipt and delivery until a completed Service Request Form has been provided. A request for service shall be made no earlier than ninety days prior to the proposed commencement date of service and shall not be accepted unless capacity to render the service is available; provided, however if facilities are required, the request may be made at an earlier date. All completed Service Request Forms are to be sent to:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 83 Original Sheet No. 83 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

Director of Transportation Services
Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511

Any request shall include the following:

- (i) Gas Quantities: The maximum daily delivery quantity applicable to each Receipt Point(s) and Delivery Point(s) stated in dekatherms and the estimated total quantities to be received and transported over the delivery period.
- (ii) Receipt/Delivery Point: The designated Primary Receipt Point(s) and Primary Delivery Point(s) for the requested transportation together with the name and entity delivering gas to Transporter and the name of the entity to receive the gas from Transporter.
- (iii) Term: The proposed commencement and termination dates of service.
- (iv) Shipper Certification: A statement by the Shipper certifying that all necessary upstream and downstream arrangements will be in place on the date the transportation service is to commence and that Shipper will have title or the right to acquire title to the gas to be delivered to Transporter.
- (v) Facilities: Identification and location of any facilities to be constructed or installed by any party affected by the proposed transportation service.

2. Prepayment for Service

- (a) All Shippers requesting firm service under Rate Schedules FT-A or FT-GS must submit a check made out to Transporter in an amount equal to the lesser of \$10,000 or the total reservation charge(s) applicable to the proposed service for a three month period. All such prepayments made to Transporter are to be sent by check to:

Viking Gas Transmission Company
P. O. Box 100105
Houston, Texas 77212
Re: Firm Service Deposit

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 84 Original Sheet No. 84 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

By wire transfer:

Mellon Bank, N.A.
Pittsburgh, Pennsylvania
Account No. 1998802
ABA No. 043000261
Payable to Viking Gas Transmission Company
Re: Firm Service Deposits

Check, via special delivery:

Mellon Bank, N.A.
3 Mellon Bank Center
Room 2723
Attention: Wanda Wynn
Pittsburgh, Pennsylvania 15259

Check, via standard mail:

Mellon Bank
P. O. Box 360127
Pittsburgh, Pennsylvania 15251-6127

- (b) If Transporter determines that firm capacity is available to satisfy a request, then Transporter shall notify Shipper in writing of Transporter's acceptance of Shipper's request for service. A Transportation Agreement shall be executed between Transporter and Shipper and the entire amount of the prepayment shall be credited to Shipper's invoice for the first three months of service. In the event that the Transportation Agreement is not executed and returned to Transporter within 30 days after Transporter tendered it, Transporter shall consider the request for service invalid and retain the entire amount of the prepayment.
- (c) If Transporter determines that firm capacity is not available to satisfy a request for service, then Transporter shall so notify Shipper in writing, and the entire amount of the prepayment shall be refunded, with interest.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 85 Original Sheet No. 85 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

3. Modification of Service

Any modification of an existing transportation service shall be requested by Shipper's submission of a new Service Request Form included beginning at Tariff Sheet No. 107 of Transporter's FERC Gas Tariff with a notation on the form that the service requested is a modification of an existing service. Such request form, after having been fully processed and accepted by Transporter, shall be deemed to have the full force and effect of the underlying service agreement.

4. Credit Evaluation

4.1 Unless previously provided to Transporter in the prior three months, a Shipper seeking service from Transporter under Rate Schedule FT-A, FT-GS or IT must provide:

- (a) a copy of Shipper's most recent audited financial statement;
- (b) a copy of Shipper's most recent twelve months audited financial statement or Annual Report and, if applicable, 10-K form;
- (c) a list of Shipper's affiliates, including parent and subsidiaries, if applicable.

4.2 In the event Shipper cannot provide the information in Section 5.2 above, Shipper shall, if applicable, provide that information for its parent company. Transporter shall not be required to perform or to continue service under any Rate Schedule on behalf of any Shipper who is or has become insolvent or who, at Transporter's request, fails within a reasonable period to demonstrate credit worthiness, provided, however, such Shipper may receive service under any Rate Schedule if Shipper prepays for such service or furnishes good and sufficient security, as determined by Transporter in its reasonable discretion, in an amount equal to the cost of performing the service requested by Shipper for a three month period. For purposes herein, the insolvency of a Shipper shall be conclusively demonstrated evidenced by the filing by Shipper or any parent entity thereof (herein after collectively referred to as "the Shipper") of a voluntary petition in bankruptcy or the entry of a decree or order by a court having jurisdiction in the premises adjudging the Shipper bankrupt or insolvent, or approving, as properly filed, a petition seeking reorganization, arrangement, adjustment or composition of or in

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 86 Original Sheet No. 86 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

respect of the Shipper under the Federal Bankruptcy Act or any other applicable federal or state law, or appointing a receiver, liquidator, assignee, trustee, sequestrator (or other similar official) of the Shipper or of any substantial part of its property, or the ordering of the winding-up or liquidation of its affairs, with said order or decree continuing unstayed and in effect for a period of sixty (60) consecutive days.

XXIII. EXTENSION OF LONG TERM FIRM SERVICE AGREEMENTS

If a Shipper, prior to the expiration of a Transportation Agreement with a term of at least one year, elects to extend the Transportation Agreement for less than the automatic extension period provided therein or if the Transportation Agreement contains no automatic extension provision, then Transporter, at its option, shall either accept Shipper's requested extension period or shall require Shipper to exercise its right-of-first-refusal by making the capacity under the Transportation Agreement available in accordance with the following procedures:

- a) Transporter shall post the capacity for bidding on its electronic bulletin board no later than 180 days prior to the expiration of the current Transportation Agreement. The capacity will remain posted on the electronic bulletin board for a minimum of 20 days ("Bidding Period") with such posting containing the following information with respect to the capacity:
 - i) daily and other applicable quantity limitations of capacity available;
 - ii) receipt and delivery points;
 - iii) maximum reservation charge;
 - iv) any applicable restrictions; and
 - v) the last day of the Bidding Period.
- b) Upon conclusion of the Bidding Period, Transporter shall evaluate the bids in accordance with the present value formula set forth for the evaluation of bids under Transporter's capacity release mechanisms, provided that the term used for purposes of the formula will be the lesser of the term proposed by the bidder or twenty years.
- c) Within five days of the close of the Bidding Period, Transporter shall notify Shipper of the bid having the highest present value to Transporter ("Highest Bid"). Shipper shall have 25 days after receiving notice to notify Transporter as to whether it will match the Highest Bid. If the Shipper elects to match the Highest Bid, it must execute a new Transportation Agreement that contains the terms of the Highest Bid.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 87 Original Sheet No. 87 : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- d) If Transporter receives no bids on the capacity, then Shipper may continue to receive service at the maximum rate for the term elected by Shipper or such other rate and/or term as agreed to by Transporter.

XXIV. INCORPORATION IN RATE SCHEDULES AND TRANSPORTATION AGREEMENTS

These General Terms and Conditions are incorporated in and are a part of Transporter's Rate Schedules and Transportation Agreements. To the extent there is any inconsistency between terms in these General Terms and Conditions and terms in Transporter's Rate Schedules or Transportation Agreements, these General Terms and Conditions shall govern.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 87A First Revised Sheet No. 87A : Superseded
Superseding: Original Sheet No. 87A

GENERAL TERMS AND CONDITIONS (Continued)

the party claiming suspension, and which by the exercise of due diligence such party is unable to prevent or overcome. A failure to settle or prevent any strike or other controversy with employees or with anyone purporting or seeking to represent employees shall not be considered to be a matter within the control of the party claiming suspension.

2. Liabilities not relieved: Such causes or contingencies affecting the performance of said gas sales contract or transportation contract by either party, however, shall not relieve it of liability in the event of its concurring negligence or in the event of its failure to use due diligence to remedy the situation and remove the cause in an adequate manner and with all reasonable dispatch, nor shall such causes or contingencies affecting the performance of said contract relieve either party from its obligations to make payments of amounts then due thereunder, nor shall such causes or contingencies relieve either party of liability unless such party shall give notice and full particulars of the same in writing or by telegraph to the other party as soon as possible after the occurrence relied on.
3. Termination of gas service contract: If either Seller or Buyer shall fail to perform any of the covenants or obligations imposed upon it by the gas sales contract or transportation contract, subject to the applicable provisions of this Tariff, then in such event the other party may at its option terminate said contract by proceeding as follows: the party not in default shall cause a written notice to be served on the party in default stating specifically the cause for terminating the contract and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty days after the service of the aforesaid notice in which to remedy or remove the cause or causes stated in the notice for terminating the contract, and if within said period of thirty days the party in default does so remove and remedy said cause or causes and fully indemnifies the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and the contract shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes or does not indemnify the party giving the notice for any and all consequences of such breach, within said period of thirty days, the contract shall terminate; provided, however, that Seller may not terminate the contract until it has obtained the authorization required by valid laws, orders, rules and regulations of duly constituted authorities having jurisdiction. Any cancellation of the contract pursuant to the provisions of this paragraph shall be without prejudice to the right of Seller to collect any amounts then due to it for natural gas service rendered prior to the time of cancellation, and shall be without prejudice to the right of Buyer to receive any gas which it has not received but for which (i) it has paid or (ii) with respect to transportation service, it has delivered to Seller for transportation, prior to the time of cancellation, and without waiver of any remedy to which the party not in default may be entitled for violations of the contract.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 88 Original Sheet No. 88 : Superseded

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule FT-A or FT-GS)

THIS AGREEMENT is entered into this _____ day of _____, 19____, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Transporter", and _____, a _____ corporation, hereinafter referred to as "Shipper". Transporter and Shipper shall be collectively referred to as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements below, Transporter and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Transporter hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Transporter for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Transporter's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Transporter shall use established thermal conversion factors derived from measurement on a dry dekatherm basis pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean the Primary Receipt Point(s) as specified on Exhibit A attached hereto or the Secondary Receipt Point(s) listed in Exhibit A-1.
- 1.3 Delivery Point(s) - shall mean the Primary Delivery Point(s) as specified on Exhibit A attached hereto or the Secondary Delivery Point(s) listed in Exhibit A-1.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 89 Original Sheet No. 89 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

- 1.4 Transportation Quantity - shall mean the maximum daily quantity in dekatherms of gas which Transporter agrees to transport and deliver, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be _____Dth per day.

ARTICLE II - TRANSPORTATION

Transporter agrees to accept and receive daily, on a firm basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the Transportation Quantity, subject to the maximum daily quantities specified on Exhibit A for the Primary Receipt Point(s) and Primary Delivery Point(s).

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Transporter the gas to be transported hereunder at pressures sufficient to deliver such gas into Transporter's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Transporter shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Transporter's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Transporter, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Transporter and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

Effective Date: 11/01/1992 Status: Effective

FERC Docket: TM93-2-82-000

Original Sheet No. 89A Original Sheet No. 89A : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

- 1.3 Effective Date of Surcharge: The Effective Date of Surcharge for amortizing the Unrecovered Purchased Gas Cost Account filed pursuant to Section 3 hereof shall be November 1 of each year. The Surcharge Period will be the twelve-month period beginning November 1 during which the surcharge adjustment under Section 3 will be effective.
- 1.4 Filing Procedure for Annual Gas Rate Adjustment: At least sixty days prior to the Effective Date of Adjustment, Seller shall file with the Federal Energy Regulatory Commission and post, as defined by Section 154.16 of the Commission's Regulations, a revised Tariff Sheet No. 6. The revised Tariff Sheet No. 6 shall show for each of

GAS TRANSPORTATION AGREEMENT (Continued)

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own, and/or operate such facilities.]

ARTICLE VI - RATES FOR SERVICE

6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Transporter shall be in accordance with Transporter's effective Rate Schedule FT-A or FT-GS and the General Terms and Conditions of Transporter's Tariff. Where applicable, Shipper shall also pay the Gas Research Institute surcharge and Annual Charge Adjustment surcharge as such rates may change from time to time.

6.2 System Fuel and Losses - Shipper will provide to Transporter, at no cost to Transporter, a daily quantity of gas in dekatherms for Transporter's system fuel and uses and gas lost and unaccounted for, in accordance with Transporter's effective Rate Schedule [FT-A or FT-GS]. Transporter shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds it necessary.

6.3 New Facilities Charge -

6.4 Incidental Charges - Shipper agrees to pay Transporter for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Transporter for all other filing fees, reporting fees or similar charges paid by Transporter to the Federal Energy Regulatory Commission or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Transporter.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 91 Original Sheet No. 91 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

- 6.5 Overrun Charges - Shipper agrees to pay Transporter all overrun charges in accordance with the terms and conditions of Transporter's effective Rate Schedule FT-A or FT-GS and the General Terms and Conditions in Transporter's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Transporter all imbalance charges in accordance with the terms and conditions of Transporter's effective Rate Schedule FT-A or FT-GS and the General Terms and Conditions in Transporter's FERC Gas Tariff.
- 6.7 Changes in Rates and Charges - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Transporter at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Transporter shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 92 Original Sheet No. 92 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE IX

RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Transporter's applicable Rate Schedule(s) and Transporter's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes. To the extent a term or condition set forth in this Agreement is inconsistent with the General Terms and Conditions, the General Terms and Conditions shall govern. Furthermore, to the extent a term or condition set forth in this Agreement is inconsistent with the applicable rate schedule, the rate schedule shall govern unless the relevant provision is inconsistent with the General Terms and Conditions.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Transporter, subject to scheduling requirements, and shall remain in full force and effect for a term of _____. This Agreement may be terminated as of the end of said initial term or as of the end of any extended period (Termination Date) upon six months' prior written notice to the other party of such termination to be effective on the Termination Date. In the event the primary term or any extended term of this Agreement is less than six months, then a party must give written notice to the other at the commencement of the primary term or any extended term of this Agreement of its election to terminate on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Transporter may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC fifteen days notice prior to any termination of service. Service may continue hereunder if within the fifteen day notice period satisfactory assurance of payment is made in accord with the General Terms and Conditions of Transporter's FERC Tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 93 Original Sheet No. 93 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6 herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 94 Original Sheet No. 94 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Transporter under this Agreement.
- 13.6 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Transporter shall give Shipper and the FERC fifteen days notice prior to any termination of service. Service will continue if within the fifteen day notice period Shipper cures the breach of warranty.

ARTICLE XIV - MISCELLANEOUS

- 14.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 14.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 95 Original Sheet No. 95 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

14.3 Except as otherwise provided herein, in the applicable Rate Schedule(s), or in the General Terms and Conditions applicable to this Agreement, any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in writing and mailed by registered mail to the post office address of the party intended to receive the same, as the case may be, as follows:

TRANSPORTER

Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252
Attention: _____

Payments:
Attention: _____

Gas Analysis and Volume Statements
Attention: _____

SHIPPER:

Attention: _____

Invoices: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. Routine communications, including monthly statements and payments, may be mailed by either registered or ordinary mail.

14.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, except for Choice of Law doctrine that refers to the laws of another jurisdiction.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 96 Original Sheet No. 96 : Superseded

14.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: _____
TITLE: Agent and Attorney-in-Fact

BY: _____
TITLE: _____

GENERAL TERMS AND CONDITIONS (Continued)

termination or inapplicability of Seller's PGA by the ratio of each of Seller's Other Purchasers' demand billing units as of the day prior to the suspension, termination or inapplicability of Seller's PGA to such Purchaser to the total of all Seller's Other Purchasers' demand billing units as of the same date;

- (b) for the unrecovered amount accumulated after November 29, 1991 in the gas subaccount of the Unrecovered Purchased Gas Cost Account, an amount calculated by multiplying the unrecovered amount accumulated after November 29, 1991 in the gas subaccount as of the date of suspension, termination or inapplicability of Seller's PGA to such Purchaser by the ratio of each of Seller's Other Purchasers' purchases during the period(s) to which the balance(s) relate to Seller's actual sales billing units during the same period(s);
- (c) an amount, calculated in accordance with the procedures in (a) and (b) above, of any out-of-period costs booked following the suspension, termination or inapplicability of the Purchased Gas Cost Adjustment Provisions and relating to the period prior to such suspension, termination or inapplicability.

The obligation of each of Seller's Other Purchasers' to Seller for the entire amount calculated in accordance with Section 7(a), (b) and (c) shall be incurred on the day prior to the date the Purchased Gas Cost Adjustment Provisions of Article XVII of the General Terms and Conditions are suspended, terminated or become inapplicable to such Purchaser.

In the event the balance of amounts accumulated after November 29, 1991 in the unrecovered Purchased Gas Cost Account is a credit balance, Seller shall refund a portion of such balance to each of Seller's Other Purchasers in accordance with the formula specified in this Section 7(a), (b) and (c).

The issuance by Seller of direct bills or refunds pursuant to this Section 7 is subject to Seller's filing for and receipt of approval from the Federal Energy Regulatory Commission. Within thirty (30) days after receipt of such approval, Seller shall issue invoices for direct-billed amounts or refunds for any credit balances. Within thirty (30) days after the out-of-period adjustments, Seller shall issue adjusted direct bills or refunds as a result of such out-of-period adjustments. This Section shall not be construed to affect Seller's right to recover from Seller's Other Purchasers' such transition costs as it may incur in connection with contracts with suppliers of natural gas or otherwise, such rights being expressly reserved, subject to applicable Commission regulations and orders.

- 8. Seller's Other Purchasers' Obligation in the Event of Partial Conversion or Reduction of Firm Sales Contract Entitlements.

GENERAL TERMS AND CONDITIONS (Continued)

If, at any time, any of Seller's Other Purchasers partially converts or reduces its firm sales contract entitlements under Rate Schedules CR-2, CRL-2 or SR-2, Seller shall be permitted to direct bill a portion of the total unrecovered amount in Seller's Unrecovered Purchased Gas Cost Account to the converting or reducing Purchaser as follows:

- (a) for the unrecovered amount accumulated after November 29, 1991 in the demand subaccount of the Unrecovered Purchased Gas Cost Account, an amount calculated by multiplying the unrecovered amount accumulated after November 29, 1991 in the demand subaccount as of the day prior to the date of partial conversion or reduction by the ratio of each of Seller's Other Purchasers' reduced demand billing units to the total of all of Seller's Other Purchasers' demand billing units as of the day prior to the date of such partial conversion or reduction;
- (b) for the unrecovered amount accumulated after November 29, 1991 in the gas subaccount of the Unrecovered Purchased Gas Cost Account, an amount calculated as follows:
 - (i) for amounts accrued subsequent to November 29, 1991 and prior to the date of reduction or conversion, an amount calculated by multiplying the total unrecovered amount for those period(s) by (a) the ratio of Seller's actual sales billing units for each of Seller's converting or reducing customers to the total of Seller's actual sales billing units for the applicable period, multiplied by (b) the ratio of each of Seller's Other Purchasers' converted or reduced demand billing units to their respective sales demand billing units prior to reduction or conversion; and
 - (ii) for amounts accrued after the date of reduction or conversion, an amount calculated at the end of the contract year by multiplying the total unrecovered amount for that year by the ratio of (1) the amount of the reduced or converted demand billing units multiplied by the percentage of the remaining contract year, and (2) the total of Seller's actual sales billing units to Seller's Other Purchasers during such contract year.

The percent of contract year is calculated by dividing the number of days from each of Seller's Other Purchasers' partial reduction or conversion until the end of the contract year, by three hundred and sixty-five (365).

- (c) an amount, calculated in accordance with the procedures in (a) and (b) above, of any out-of-period costs booked following the reduction or conversion and relating to the period prior to such partial reduction or conversion.

The obligation of each of Seller's Other Purchasers to Seller for the entire amount calculated in accordance with Section 8(a), (b) and (c) shall be incurred on the day prior to the date of the partial reduction or conversion.

GENERAL TERMS AND CONDITIONS (Continued)

In the event the balance in the unrecovered Purchased Gas Cost Account is a credit balance, Seller shall refund a portion of such balance to each of Seller's Other Purchasers in accordance with the formula specified in this Section 8(a), (b) and (c).

The issuance by Seller of direct bills or refunds pursuant to this Section 8 is subject to Seller's filing for a receipt of approval from the Federal Energy Regulatory Commission. Within thirty (30) days after receipt of such approval, Seller shall issue invoices for direct-billed amounts or refunds for any credit balances. Within thirty (30) days after the determination of the out-of-period adjustments, Seller shall issue adjusted direct bills or refunds as a result of any out-of-period adjustments. This Section shall not be construed to affect Seller's right to recover from Seller's Other Purchasers' such transition costs as it may incur in connection with contracts with suppliers of natural gas or otherwise, such rights being expressly reserved, subject to applicable Commission regulations and orders.

XVIII. CURTAILMENT OF DELIVERIES

If for any reason whatever, Seller is unable to deliver the requirements of its customers within the limits of their contract volume limitations, the volume of gas which Seller determines it will be able to deliver will be allocated among Seller's customers in accordance with this Article XVIII notwithstanding any other provision in Seller's FERC Gas Tariff (Volume Nos. 1 and 2) or any service agreement or contract with Seller.

1. Definitions

Affected Services are those subject to curtailment under this Article XVIII and include all deliveries under Seller's Rate Schedules in Volumes Nos. 1 and 2 of Seller's FERC Gas Tariff except deliveries under Rate Schedule I-2 and special sales Rate Schedules in Volume No. 2; provided, however, that deliveries under

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 98 Original Sheet No. 98 : Superseded

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule IT)

THIS AGREEMENT is entered into this _____ day of _____, 19____, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Transporter," and _____, a _____ corporation, hereinafter referred to as "Shipper." Transporter and Shipper shall be collectively referred to herein as the "Parties."

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Transporter hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Transporter for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Transporter's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Transporter shall use established thermal conversion factors derived from measurement on a dry dekatherm basis pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean all designated receipt points of Transporter as specified on Exhibit A attached hereto.
- 1.3 Delivery Point(s) - shall mean all designated delivery points of Transporter as specified on Exhibit A attached hereto.

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FERC Docket: RS92- 52-001

Original Sheet No. 99 Original Sheet No. 99 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

- 1.4 Transportation Quantity - shall mean the maximum daily quantity in dekatherms of gas which Transporter agrees to transport and deliver, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be _ Dth per day.

ARTICLE II - TRANSPORTATION

Transporter agrees to accept and receive daily, on an interruptible basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the Transportation Quantity .

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

Shipper shall deliver, or cause to be delivered, to Transporter the gas to be transported hereunder at pressures sufficient to deliver such gas into Transporter's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Transporter shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Transporter's system at the Delivery Point(s) unless otherwise specified on Exhibit A.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Transporter, then the responsibility for operations shall be deemed to be that of the operator of the measurement facilities at such point. If the measurement facilities are not operated by Transporter, and there is no third-party operator at such point, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

GAS TRANSPORTATION AGREEMENT (Continued)

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.]

ARTICLE VI - RATES FOR SERVICE

- 6.1 Transportation Charge - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Transporter shall be in accordance with Transporter's effective Rate Schedule IT. Where applicable, Shipper shall also pay the Gas Research Institute surcharge and Annual Charge Adjustment surcharge as such rates may change from time to time.
- 6.2 System Fuel and Losses - Shipper will provide to Transporter, at no cost to Transporter, a daily quantity of gas in dekatherms for Transporter's system fuel and uses and gas lost and unaccounted for, in accordance with Transporter's effective Rate Schedule IT. Transporter shall have the unilateral right to effectuate changes in its system fuel and use and/or lost and unaccounted for factors at such time, or times, as it finds necessary.
- 6.3 New Facilities Charge - _____

- 6.4 Incidental Charges - Upon execution of this Agreement, Shipper agrees to pay Transporter for all known and anticipated filing fees, reporting fees or similar charges required for the rendition of the transportation service provided for herein. Further, Shipper agrees to reimburse Transporter for all other filing fees, reporting fees or similar charges paid by Transporter to the FERC or any other agency in connection with the rendition of the transportation service provided for herein within thirty (30) days after receiving proof of payment from Transporter. Further, Shipper agrees to be responsible for, and pay all amounts relating to, all other incidental charges in accordance with the terms and conditions of Transporter's effective Rate Schedule IT and the General Terms and Conditions in Transporter's FERC Gas Tariff.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 101 Original Sheet No. 101 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

- 6.5 Shipper agrees to pay Transporter all Overrun Charges in accordance with the terms and conditions of Transporter's effective Rate Schedule [IT] and the General Terms and Conditions in Transporter's FERC Gas Tariff.
- 6.6 Imbalance Charges - Shipper agrees to pay Transporter all imbalance charges in accordance with the terms and conditions of Transporter's effective Rate Schedule IT and the General Terms and Conditions in Transporter's FERC Gas Tariff.
- 6.7 Changes in Rates and Charges - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Transporter at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Transporter shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

ARTICLE IX - RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Transporter's applicable Rate Schedule(s) and Transporter's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 102 Original Sheet No. 102 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Transporter, subject to scheduling requirements, and shall remain in full force and effect for a term of _____. Either party may elect to terminate this Agreement as of the end of said initial term or as of the end of any extended period (Termination Date) by giving thirty (30) days' prior written notice to the other party of such termination to be effective on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Transporter may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC fifteen days notice prior to any termination of service. Service may continue hereunder if within the fifteen day notice period satisfactory assurance of payment is made in accord with the General Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.
- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 103 Original Sheet No. 103 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6 herein, shall be of no force and effect from and after the effective date of such termination.

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.

GAS TRANSPORTATION AGREEMENT (Continued)

- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Transporter under this Agreement.
- 13.6 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Transporter shall give Shipper and the FERC fifteen days notice prior to any termination of service. Service will continue if within the fifteen day notice period Shipper cures the breach of warranty.

ARTICLE XIV - MISCELLANEOUS

- 14.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 14.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 14.3 Except as otherwise provided herein, in the applicable Rate Schedule(s), or in the General Terms and Conditions applicable to this Agreement, any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in writing and mailed by registered mail to the post office address of the party intended to receive the same as follows:

| | |
|---------------------------------------|---|
| TRANSPORTER | Viking Gas Transmission Company P. O. Box 2511 Houston, Texas 77252 Attention: _____ |
| Payments: | Attention: _____ |
| Gas Analysis and Volume Statements | Attention: _____ |

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 105 Original Sheet No. 105 : Superseded

GAS TRANSPORTATION AGREEMENT (Continued)

SHIPPER: _____

Attention: _____

Invoices: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. Routine communications, including monthly statements and payments, may be mailed by either registered or ordinary mail.

14.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, except for Choice of Law doctrine that refers to the laws of another jurisdiction.

14.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY: _____
TITLE:

BY: _____
TITLE:

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 106 Original Sheet No. 106 : Superseded

EXHIBIT A
TO GAS TRANSPORTATION AGREEMENT

DATED _____

BETWEEN

AND
VIKING GAS TRANSMISSION COMPANY

RECEIPT POINT(S) METER NUMBER

DELIVERY POINT(S) METER NUMBER

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 107 Original Sheet No. 107 : Superseded

TRANSPORTATION SERVICE REQUEST FORM

Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252

Attention: Director of Marketing and Transportation Services

Re: Transportation Service on _____ New Service _____ Firm
Viking Gas Transmission _____ Modification of Service _____ Interruptible
Company _____ under Contract No. _____

Gentlemen:

_____ (Shipper) hereby requests transportation service on Viking Gas Transmission Company (Viking) and concurrently provides the following information in connection with this request:

1. Complete legal name of Shipper:

2. Type of legal entity and state of incorporation:

3. Type of company:

_____ Local Distribution Company
_____ Intrastate Pipeline
_____ Interstate Pipeline
_____ Producer
_____ End-User
_____ Marketer
_____ Broker
_____ Other (fill in)

Effective Date: 10/21/1992 Status: Effective

FERC Docket: MT93- 1-000

Original Sheet No. 107A Original Sheet No. 107A : Superseded

GENERAL TERMS AND CONDITIONS (Continued)

Viking. The names and titles of the marketing personnel employed by Tenneco Gas Marketing Company that are negotiating for the purchase and sale of gas for the period after the effective date of Viking's blanket sales certificate for both Viking and its marketing affiliates are as follows: R.A. McDonald, President; S.C. Beasley, Director; C.W. Brown, Director; S.B. Ortenstone, Director; and P.J. Abt, Manager.

XXII. RELEASES OF FIRM SERVICE

1. Contract Demand

If, at any time, any Buyer under Rate Schedules CR-2 or CRL-2 desires to be relieved, relative, to one or more months of the service year of a portion of the daily Contract Demand as set forth in Buyer's then effective Service Agreement under Rate Schedules CR-2 or CRL-2, then such Buyer shall so notify Seller, and Seller shall make reasonable efforts to find one or more other credit worthy Buyers who desire to contract for the Contract Demand to be so released. Seller shall promptly offer to all other Buyers under Rate Schedule CR-2 and CRL-2 and to Seller's firm transportation customers (also sometimes referred to as Buyers herein) any Contract Demand made available by such release. Within fifteen (15) days after such offer, each such Buyer shall designate to

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 108 Original Sheet No. 108 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 2

4. Name of Shipper's contact, address and telephone number through which correspondence for the following should be directed:

Contact For Request: _____

Contact for Notices: _____

Contact For Invoices: _____

5. Shipper is seeking transportation by Viking pursuant to:

- a) Subpart B of the Commission's Regulations, on behalf of a local distribution company.

Name of Company/Companies

- b) Subpart B of the Commission's Regulations, on behalf of an intrastate pipeline.

Name of Company/Companies

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 109 Original Sheet No. 109 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company

Page 3

- c) Subpart G of the Commission's Regulations, on behalf of an interstate pipeline.

Name of Company/Companies

- d) Subpart G of the Commission's Regulations, on behalf of Shipper(s) other than interstate pipeline.

Name of Company/Companies

- e) Other. Specify what Commission authorization is being requested.

(Viking reserves the right to require proof that Shipper's request meets the requirements of the applicable Commission Regulations at the time Shipper executes the Gas Transportation Agreement.)

6. a) Has NEB export authorization been applied for?

_____ Yes
_____ No

If NEB authorization has been applied for, please state:

- i. Date of Application _____
ii. Volume to be Exported _____
iii. Current Status _____

- b) Has DOE import authorization been applied for?:

_____ Yes
_____ No

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 110 Original Sheet No. 110 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 4

If DOE authorization has been applied for, please state:

- i. Date of Application _____
- ii. Volume to be Imported _____
- iii. Current Status _____

* 7. If Shipper is requesting service be performed by Viking for Shipper acting as agent for another entity, please specify the full legal name of such entity.

8. a) Location (i.e. state(s)) of the ultimate delivery point of gas to be transported:

b) Location (i.e. state(s)) of the original source of the gas to be transported:

*c) The intended use of the gas is:

- _____ system supply for _____
- _____ end use by industry or commerce
- _____ other (fill in)

and, if the gas is for other than system supply, please provide the full legal name of the ultimate consumer:

* This information is not required at the time of the request, but is required at the time Shipper executes the Gas Transportation Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 111 Original Sheet No. 111 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company

Page 5

9. Date service is proposed to commence:

10. Term of service:

11. If additional or new facilities are required to receive or deliver gas for the transportation service requested herein, please provide description of facilities required, location, and requested in-service date;

and, if the transportation service to be provided using the new facilities is to a customer that is located in the service area of a local distribution company, please specify the name of the local distribution company.

12. The maximum daily quantity to be transported is _____ Dth. The estimated total quantity of gas to be transported during the requested term of service is _____ Dth.

13. For firm transportation only, the name and description of Point(s) of Receipt into Viking's system and the maximum daily quantities expressed in Dth of gas to be delivered by Shipper for each point:

(The sum of the maximum daily quantities above must equal the maximum daily quantity set forth in No. 12 above.)

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 112 Original Sheet No. 112 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 6

14. For firm transportation only, the name and description of Point(s) of Delivery where Viking will redeliver the gas and the maximum daily quantities expressed in Dth of gas to be redelivered by Viking for each point:

(The sum of the maximum daily quantities above must equal the maximum daily quantity set forth in No. 12 above.)

15. For firm transportation only, the names of those entities delivering gas into Viking's system and the names of those entities taking gas off Viking's system:

| Viking Point of Receipt | Name/Delivering Entity |
|-------------------------|------------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

| Viking Point of Delivery | Name/Taking Entity |
|--------------------------|--------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 7

- * 16. If Shipper is purchasing gas, provide the name of producer(s) of the gas, seller (if different from producer), location (FERC Geographic Area) of the source(s) of supply, indication of the FERC Geographic Area associated with the anticipated primary source of supply, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and seller(s):

- * 17. If Shipper is selling gas, provide the name of purchaser(s) of the gas, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and purchaser(s):

18. Credit Evaluation - Please provide a copy of Shipper's most recent quarterly financial statement, most recent annual report and Form 10K and a complete list of all affiliates including parent and subsidiary companies.

19. Is requestor affiliated with Viking Gas Transmission Company? _____ Yes
_____ No

If yes, what is the percentage of affiliation? _____%

- * This information is not required at the time of the request but is required at the time Shipper executes the Gas Transportation Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 114 Original Sheet No. 114 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company

Page 8

20. Is shipper affiliated with Viking Gas Transmission Company? _____ Yes
_____ No

If yes, what is the percentage of affiliation? _____%

21. Is your supplier affiliated with Viking Gas Transmission Company? _____ Yes
_____ No

If yes, what is the percentage of affiliation? _____%

22. Is any of the gas to be transported subject to take-or-pay relief? _____ Yes _____ No
_____ Unknown

If yes, what percentage of total contract quantity to be transported is subject to take-or-pay? _____%

23. For marketing affiliates of Viking Gas Transmission Company only, does the cost of gas exceed the sales price, less associated costs including transportation, i.e. is the gas being sold at a loss? _____ Yes _____ No _____ Unknown

If so, by how much? _____

If applicable, Shipper agrees by its signature below to provide this information within twenty-five calendar days after the month in which the transportation service occurred.

Shipper understands that this request form, complete and unrevised as to format, must be received by Viking before the transportation request will be accepted and processed.

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FERC Docket: RS92- 52-001

Original Sheet No. 115 Original Sheet No. 115 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company

Page 9

Shipper, by its signature, certifies to Viking (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters have been or will be secured prior to the commencement of the requested transportation service (2) that Shipper will have title, or the right to acquire title, to the gas that is to be delivered to Viking and (3) that Shipper will advise Viking of any changes in the information provided in items 22 and 23 five business days prior to the end of any month for the preceding month's transportation business in which a change occurred.

Very truly yours,

BY: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 116 Original Sheet No. 116 : Superseded

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company

Page 10

On Behalf of Entities

Exhibit

METER

Name

On Behalf of Entity*

*Local Distribution Company or Intrastate Pipeline for service under Subpart B, Part 284.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 117 Original Sheet No. 117 : Superseded

CUSTOMER NOMINATION FORM

Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252
(713) 757-1500; (800) 544-6449 (outside Texas)
Telefax: (713) 757-5494

Shipper: _____
Phone No.: _____
Initial Service: _____

Contract No.: _____
Effective Date of Requested Service: _____

Receipt Point into Viking

| Volume Source Description | Receipt Meter Number | Receipt Company/Contract | Operator | Producer | Previous Receipt Volume Request MMBTU | New Receipt Volume Request MMBTU |
|---------------------------|----------------------|--------------------------|----------|----------|---------------------------------------|----------------------------------|
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ | _____ |
| Total | | | | | _____ | _____ |

Viking's Delivery Point

| Delivery Meter Number | Delivery Description | Delivery Company/Contract | Phone Number | Previous Delivery Less Fuel @ 14.73 Psia MMBTU | New Delivery Less Fuel @ 14.73 Psia MMBTU |
|-----------------------|----------------------|---------------------------|--------------|--|---|
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| Total | | | | _____ | _____ |

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 118 Original Sheet No. 118 : Superseded

CUSTOMER NOMINATION FORM

Viking Gas Transmission Company

Page 2

Rank Order of Supplies for Receipt Point

| Receipt Meter Number | Supplies |
|----------------------|----------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Notes:

1. Please confirm changes with Viking's Gas Analysts at (713) 757-1500; (800) 544-6449 (outside Texas).
2. All information must be furnished to Viking 24 hours prior to the effective date before a nomination can be processed.

Shipper Contact: _____
Title : _____
Date : _____
Telefax Number : _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 119 Original Sheet No. 119 : Superseded

OPERATIONAL BALANCING AGREEMENT
(For Use at Points of Receipt)

This Agreement dated and effective _____, 19____ is by and between Viking Gas Transmission Company (Viking), and _____ (Operator) (Supplier).

W I T N E S S E T H:

WHEREAS, Viking transports natural gas from the receipt point(s) specified in Exhibit "A" attached hereto (Receipt Point(s));

WHEREAS, the gas actually delivered at the Receipt Point(s) is at times different than the quantities nominated to be purchased and/or transported by Viking from those points;

WHEREAS, Viking and Operator desire to allocate the transportation and/or purchase of natural gas from the Receipt Point(s) based upon confirmed nominations and to allocate any difference between such confirmed nominations and actual deliveries at the Receipt Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Viking and Operator desire to correct the Operational Imbalances in subsequent periods in cash, unless the parties mutually agree otherwise; and

WHEREAS, Viking and Operator desire to implement operating rules designed to encourage conduct that maintains Viking's system balance in a manner that facilitates the movement of gas for transportation purposes.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Viking and Operator covenant and agree as follows:

ARTICLE I
NOMINATIONS AND CONFIRMATIONS

- 1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Viking and Operator shall confirm the quantities nominated to be transported by Viking at the Receipt Point(s) commencing on the first day of the month following the confirmation. Any modification to such confirmed quantities shall be confirmed by Viking and the Operator prior to the commencement of the revised service. Viking shall provide evidence of such confirmation in writing to Operator within two business days after such confirmation, unless mutually agreed to otherwise. Operator shall notify Viking of any errors in the confirmed nominations within two business days of receipt of such written evidence from

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 120 Original Sheet No. 120 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

Viking. If Operator fails to respond to Viking's requests to confirm the quantities to be transported at any Receipt Point(s) in accordance with the above, and such failure continues for fifteen days or more (whether or not such days are consecutive) after 24-hour written notice to the Operator by Viking for each occurrence of Operator's failure to respond, then this Agreement shall terminate upon written notice from Viking at the end of that calendar month (and such Receipt Point(s) will be deleted from Exhibit A upon written notice from Viking at the end of the calendar month and shall no longer be subject to this Agreement). If, subsequent to the deletion of the Receipt Point from this Agreement, Operator demonstrates to Viking's satisfaction that Operator will respond to confirmation requests in accordance with this Agreement, then the Receipt Point may be added to Exhibit A.

- 1.2 Allocations Based on Confirmed Nominations - The Parties intend that the quantity actually delivered at the Receipt Point(s) will be equal to the confirmed nominations. Operator shall use all reasonable efforts to ensure that the quantities actually delivered at the Receipt Point(s) are equal to the confirmed nominations. Unless prohibited by applicable law or regulation, all transportation services provided by Viking shall be allocated each day based upon the confirmed nominations set forth in Section 1.1 above, or by such other methods as may be mutually agreed to by both Parties.
- 1.3 Allocation of Variances - The difference on any day between the confirmed nominations set forth in Section 1.1 above and the total actual quantity delivered at the Receipt Point(s) as shown on Exhibit "A" shall be the Daily Operational Imbalance and shall be allocated to this Agreement. The differences between the sum of the confirmed nominations set forth in Section 1.1 above during a calendar month and the total actual quantity delivered at the Receipt Point(s), as shown on Exhibit "A", during the calendar month shall be the Monthly Operational Imbalance. Any Operational Imbalances will be corrected in accordance with Article II.
- 1.4 Reports on Actual Deliveries - Should Viking not have the ability to monitor actual deliveries at any Receipt Point(s) on a daily basis, Operator shall provide to Viking the best available information compiled on a daily basis on the actual deliveries at such Receipt Point(s) within two business days after the date of delivery. Furthermore, the Operator shall provide meter statements within three (3) business days after the close of a production month at any Receipt Point(s) where Viking does not operate the meter. If the Operator does not provide such information or meter statements at any Receipt Point(s), or the information provided contains significant inaccuracies as reasonably determined by Viking, and such conditions continue for fifteen days or more (whether or not such days are consecutive) after the first notice to the Operator, then this Agreement shall terminate upon written notice from Viking at the end of that calendar month (and such Receipt Point(s) will be deleted from Exhibit A upon written notice from Viking at the end of that calendar month). Any Receipt Point which is deleted from this Agreement in accordance with this section, may be added to Exhibit A in the future if the Parties mutually agree.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 121 Original Sheet No. 121 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

- 1.5 Unauthorized deliveries - Upon notice by Viking under an Operational Flow Order (OFO), Operator shall confirm its deliveries to the terms and conditions of the OFO. If Operator fails to conform its deliveries to the terms and conditions of the applicable OFO, the excess quantities will be treated as unauthorized deliveries and will be subject to a charge as set forth in Article III of the General Terms and Conditions of Viking's FERC Gas Tariff.

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, shall be used by Viking for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at (all of) the Receipt Point(s). Viking shall make the estimated Daily and Monthly Operational Imbalance (at each Receipt Point) available to Operator within three (3) business days after each production day. Adjustments in nominations and actual deliveries may be made by Viking or Operator during the production month to adequately control imbalance levels. If Operator fails to take such corrective action, Viking may, upon 48 hours notice, adjust the nominations and actual receipts during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Viking and Operator.
- 2.2 Corrections in Subsequent Periods - As soon as practicable following the close of each month, Viking will send Operator a statement setting forth the Monthly Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS of Viking's FERC Gas Tariff Volume No. 1, unless the parties mutually agree otherwise. For purposes of correcting imbalances in cash in accordance with Rate Schedule LMS, any difference between actual deliveries and confirmed nominations will be treated as "Excess Receipts."
- 2.3 Measurement of Operational Imbalance - Any gas received or delivered pursuant to this Agreement shall be adjusted for variation in Btu content. Measurement of gas for all purposes shall be in accordance with Viking's FERC Gas Tariff.
- 2.4 Operational Integrity - Nothing in this Article II shall limit Viking's right to take action as may be required to adjust receipts of gas in order to alleviate conditions which threaten the integrity of its system.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 122 Original Sheet No. 122 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

ARTICLE III
TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term of one (1) year and shall continue thereafter on a month-to-month basis unless terminated by either Party giving thirty days, written notice, with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problems arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice with the termination to be effective at the end of a calendar month.
- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Section _____ of Article III of the General Terms and Conditions of Viking's FERC Gas Tariff unless the Parties mutually agree otherwise.

ARTICLE IV
MISCELLANEOUS

- 4.1 Warranties - Operator warrants (i) that as to any gas which it delivers or causes to be delivered to Viking hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all (of its) deliveries from the Receipt Points in accordance with this Agreement; and (iv) that it will indemnify and save Viking harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Operator represents and warrants to Viking that all requisite authorizations, if any, have been obtained as to any gas which Operator delivers or causes to be delivered hereunder. The Operator of each Receipt Point will take the necessary corrective action requested by Viking in accordance with this Agreement and shall perform all acts and duties required to nominate, confirm and deliver gas hereunder. If the Operator fails to take such corrective action, then this Agreement shall terminate upon written notice from Viking at the end of that calendar month (then such Receipt Point(s) will be deleted from Exhibit A upon written notice from Viking at the end of the calendar month and shall no longer be subject to this Agreement). Viking may act, and shall be fully protected in acting, in reliance upon any and all acts performed by Operator to nominate, confirm and deliver gas hereunder.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 123 Original Sheet No. 123 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

- 4.2 Governing Bodies - This Agreement shall be subject to all applicable laws, Federal or State, and to all applicable rules and regulations of any duly authorized Federal, State or other government agency having jurisdiction.
- 4.3 Waivers - No waiver by either party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 4.4 Billings and Payments - Viking shall bill and Operator shall pay for the correction of Operational Imbalances in cash in accordance with Articles V and VI, respectively, of the General Terms and Conditions of Viking's FERC Gas Tariff.
- 4.5 Incorporation of Tariff - Unless otherwise stated herein, Rate Schedule LMS and the General Terms and Conditions specified in Viking's FERC Gas tariff are incorporated as part of this Agreement.
- 4.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

VIKING:

NOTICES: Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252-2511
Attention: Operations Coordination

BILLINGS: Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252-2511
Attention: Accounting

OPERATOR:

NOTICES: _____

Attention: _____

BILLINGS: _____

Attention: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 124 Original Sheet No. 124 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

(With regard to operational matters, Operator shall have the right to designate different personnel or locations to receive notices from Viking for different periods of the week.)

- 4.7 Receipt Points - Subject to the provisions of Viking's FERC Gas Tariff and the other provisions of this Agreement, including without limitation, Sections 1.1, 1.4 and 4.1, Operator may add or delete Receipt Point(s) to Exhibit "A" at its sole option.
- 4.8 Conflicts - If there is any conflict or discrepancy between this Agreement and any other agreement between Viking and Operator with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control. If there is any conflict or discrepancy between this Agreement and Rate Schedule LMS, the terms of Rate Schedule LMS shall govern. If there is any conflict or discrepancy between this Agreement and the General Terms and Conditions specified in Viking's FERC Gas Tariff, the General Terms and Conditions shall govern.

The Parties' signature below will evidence this agreement to this Operational Balancing Agreement.

BY: _____

VIKING GAS TRANSMISSION COMPANY

BY: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 125 Original Sheet No. 125 : Superseded

EXHIBIT A

Receipt Point(s)

Meter No.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 126 Original Sheet No. 126 : Superseded

OPERATIONAL BALANCING AGREEMENT
(For Use at Points of Delivery)

This Agreement dated and effective _____, 19____ is by and between Viking Gas Transmission Company (Viking), and _____ (Operator).

W I T N E S S E T H:

WHEREAS, Viking transports natural gas to the delivery point(s) specified in Exhibit "A" attached hereto (Delivery Point(s)) and Operator receives such gas from Viking;

WHEREAS, the gas actually delivered at the Delivery Point(s) is at times different than the quantities nominated to be transported by Viking from those point(s);

WHEREAS, Viking and Operator desire to aggregate all quantities delivered at all of the Delivery Point(s) for balancing purposes and to allocate the transportation of natural gas from the Delivery Point(s) based upon confirmed nominations and to allocate any difference between such confirmed nominations and actual deliveries at the Delivery Point(s) (Operational Imbalance) to this Agreement;

WHEREAS, Viking and Operator desire to correct the Operational Imbalances in subsequent periods in cash, unless the parties mutually agree otherwise; and

WHEREAS, Viking and Operator desire to implement operating rules designed to encourage conduct that maintains Viking's system balance in a manner that facilitates the movement of gas transportation purposes.

ARTICLE I
NOMINATIONS AND CONFIRMATIONS

1.1 Confirmation of Nominations - Prior to the beginning of the month in which service is to commence, Viking and Operator shall confirm the quantities nominated to be transported by Viking at the Delivery Point(s) commencing on the first day of the month following confirmation. Any modification to such confirmed quantities shall be confirmed by Viking and Operator prior to the commencement of the revised service. Viking shall provide evidence of such confirmations in writing within two business days after such confirmation, unless mutually agreed to otherwise. Operator shall notify Viking of any errors in the confirmed nominations within two business days of receipt of such written evidence from Viking. If Operator fails to respond to Viking's request to confirm the quantities to be transported at any Delivery Point(s) in accordance with the above, then this Agreement shall terminate upon written notice from Viking at the end of that calendar month.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 127 Original Sheet No. 127 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

- 1.2 Allocations Based on Confirmed Nominations - The Parties intend that the quantity actually delivered at the Delivery Point(s) will be equal to the confirmed nominations. Operator shall use all reasonable efforts to ensure that the quantities actually delivered at the Delivery Point(s) are equal to the confirmed nominations. Unless prohibited by applicable law or regulation, all transportation services and/or gas provided by Viking shall be allocated each day based upon the confirmed nominations set forth in Section 1.1 above, or by such other methods as may be mutually agreed to be both Parties.
- 1.3 Allocation of Variances - The difference on any day between the confirmed nominations set forth in Section 1.1 above and the actual quantity delivered at the Delivery Point(s) shall be the Daily Operational Imbalance and shall be allocated to this Agreement. The difference between the sum of the confirmed nominations set forth in Section 1.1 above during a calendar month and the total actual quantity delivered at the Delivery Point(s) during the calendar month shall be the Monthly Operational Imbalance. Any Operational Imbalances will be corrected in accordance with Article II.
- 1.4 Limitation on Takes - Upon notice by Viking under an Operational Flow Order (OFO), Operator shall conform its takes to the terms and conditions of the OFO. If Operator fails to conform its takes to the terms and conditions of an applicable OFO, then the excess quantities shall be treated as unauthorized overruns under Rate Schedule LMS.
- 1.5 Reports on Actual Deliveries - Should Viking not have the ability to monitor actual deliveries at any Delivery Point on a daily basis, Operator shall provide to Viking the best available information compiled on a daily basis on the actual deliveries at such Delivery Point(s) within two business days after the date of delivery. Nothing in the section will require Operator to install metering devices where none currently exist.

ARTICLE II
CORRECTION OF OPERATIONAL IMBALANCES

- 2.1 Corrections in Flow Rates During A Day - Operator will be able to request adjustments to actual deliveries at its Delivery Points at any time during the production day by coordinating with Viking's gas dispatchers. Viking will use best efforts to deliver those changed quantities when the operating conditions on Viking's system permit, taking into consideration the nominations made by firm customers on Viking's system.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 128 Original Sheet No. 128 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

- 2.2 Corrections During the Month - Estimated metered quantities, or actual metered quantities where available, may be used by Viking for purposes of adjustments under this Section on a daily basis during the production month to determine the estimated Operational Imbalance at all of the Delivery Point(s). Viking shall make the estimated Daily and Monthly Operational Imbalance at each Delivery Point available to Operator within three (3) business days after each production day. Adjustments in nominations and actual deliveries will be made by Operator during the production month to adequately control imbalance levels. If Operator fails to take such corrective action, Viking may, upon 48 hours notice, adjust the nominations and actual deliveries during the remainder of the production month to adequately control imbalance levels. Any such adjustments will be incorporated in the daily nominations confirmed between Viking and Operator.
- 2.3 Corrections in Subsequent Periods - As soon as practicable following the close of each month, Viking will send Operator a statement setting forth the Operational Imbalance existing at the end of the prior month. Any Monthly Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS of Viking's FERC Gas Tariff, unless the parties mutually agree otherwise.
- 2.4 Measurement of Operational Imbalance - Any gas received or delivered pursuant to this Agreement to correct an Operational Imbalance shall be adjusted for variation in Btu content. Measurement of gas for all purposes shall be in accordance with Viking's FERC Gas Tariff.
- 2.5 Operational Integrity - Nothing in this Article II shall limit Viking's right to take action as may be required to adjust deliveries of gas in order to alleviate conditions which threaten the integrity of its system.

ARTICLE III
TERM

- 3.1 Duration of Agreement - Subject to the other termination rights provided herein, this Agreement shall be in full force and effect from the date hereof for a primary term of _____ and shall continue thereafter on a month-to-month basis unless canceled by either Party upon thirty days' prior written notice with the termination to be effective at the end of a calendar month. Notwithstanding the above, if any material problem arise as a result of the provisions of this Agreement, then the Parties will enter into good faith negotiations to amend this Agreement to resolve such problems. If the Parties are unable to resolve such problems as a result of such negotiations, then either Party may terminate this Agreement upon forty-eight (48) hours' prior written notice, with the termination to be effective at the end of a calendar month.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 129 Original Sheet No. 129 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

- 3.2 Continuing Obligations - Following the termination of this Agreement, any remaining Operational Imbalance shall be corrected in cash in accordance with Rate Schedule LMS and Section _____ of Article III of the General Terms and Conditions of Viking's FERC Gas Tariff Volume No. 1, unless the parties mutually agree otherwise.

ARTICLE IV
MISCELLANEOUS

- 4.1 Warranties - Operator warrants (i) that as to any gas which it delivers or causes to be delivered to Viking hereunder to correct an Operational Imbalance that it will have good title to such gas, free and clear of all liens, encumbrances and claims whatsoever; (ii) that it will at the time of delivery have the right to deliver or cause to be delivered such gas; (iii) that it has the right to allocate all deliveries from the Delivery Points in accordance with this Agreement, and (iv) that it will indemnify and save Viking harmless from suits, actions, debts, accounts, damages, costs, losses and expenses arising from or out of adverse claims of any or all persons to said gas or to royalties, overriding royalties, taxes, or other charges thereon or with regard to the allocation of gas hereunder. Operator represents and warrants to Viking that all requisite authorizations, if any, have been obtained as to any gas which Operator delivers or causes to be delivered hereunder.
- 4.2 Governing Bodies - This Agreement shall be subject to all applicable laws, Federal or State, and to all applicable rules and regulations of any duly authorized Federal, State or other government agency having jurisdiction.
- 4.3 Waivers - No waiver by either party of any one or more defaults by the other in the performance of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of different character.
- 4.4 Billings and Payments - Viking shall bill and Operator shall pay for the correction of Operational Imbalances in cash in accordance with Articles V and VI, respectively, of the General Terms and Conditions specified in Viking's FERC Gas Tariff.
- 4.5 Incorporation of Tariff - Unless otherwise stated herein, Rate Schedule LMS and the General Terms and Conditions specified in Viking's FERC Gas Tariff are incorporated as part of this Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 130 Original Sheet No. 130 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

4.6 Notices - Except as otherwise provided in the General Terms and Conditions applicable to this Agreement, any notice under this Agreement shall be in writing and mailed to the post office address of the party intended to receive the same, as follows:

VIKING:

NOTICES: Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Operations Coordination

BILLINGS: Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252-2511
Attention: Accounting

Operator (PRODUCER):

NOTICES:

BILLINGS:

(With regard to operational matters, Operator/Supplier shall have the right to designate different personnel or locations to receive notices from Viking for different periods of the week.)

4.7 Conflicts - If there is any conflict or discrepancy between this Agreement and any other agreement between Viking and Operator with regard to allocations of deliveries at Delivery Points, the terms of this Agreement shall govern and control. If there is any conflict or discrepancy between this Agreement and Rate Schedule LMS, the terms of Rate Schedule LMS shall govern. If there is any conflict or discrepancy between this agreement and the General Terms and Conditions specified in Viking's FERC Gas Tariff, the General Terms and Conditions shall govern.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 131 Original Sheet No. 131 : Superseded

OPERATIONAL BALANCING AGREEMENT (Continued)

The Parties' signatures below will evidence their agreement to this Operational Balancing Agreement.

BY: _____

VIKING GAS TRANSMISSION COMPANY

BY: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 132 Original Sheet No. 132 : Superseded

EXHIBIT A

Delivery Point (s)

Meter No.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 133 Original Sheet No. 133 : Superseded

FORM OF RELEASE REQUEST

Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252-2511
(713) 757-4390

FOR TRANSPORTER'S USE:
RELEASE REQUEST NO. ____

Attention: Manager of Transportation Services

Re: Request to Release Rights to
Firm Transportation Service

Gentlemen:

_____ ("Releasing Shipper") hereby submits its request to release transportation rights held by Releasing Shipper under its Firm Transportation Service Agreement ("Service Agreement") with Viking Gas Transmission Company ("Transporter"). Releasing Shipper proposes to release such rights pursuant to the General Terms and Conditions of Transporter's Tariff on file with the Federal Energy Regulatory Commission. The terms of the proposed release are as follows:

1. Releasing Shipper's Service Agreement number and responsible contact person for this Release Request:
2. Maximum Daily Quantity of firm service rights to be released (may be stated as minimum/maximum range):
3. Commencement Date and term of release (may be stated as range of acceptable terms):
4. Primary Receipt and Delivery Points for Transportation Service:

| Primary Receipt Points | Meter Number | Firm Rights To Be Released At Such Point(s) |
|------------------------|--------------|--|
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |
| _____ | _____ | _____ |

FORM OF RELEASE REQUEST (Continued)

5. All applicable rates, charges and surcharges for the release (including any minimum acceptable rates):
6. (a) Transportation rights are to be released on a firm/interruptible basis
(b) Conditions for interruption are:
7. Alternative non-discriminatory economic standard for determination of the award of transportation rights, including alternative tie breaker to choose between bids of equal value:
8. If Releasing Shipper has already obtained a Bidder that is prepared to accept all terms and conditions of this Release Request ("Prearranged Bidder"), Releasing Shipper must provide the following information:
 - a) the complete legal name of the Prearranged Bidder, type of legal entity and state of incorporation:
 - b) the rates, charges and surcharges that the Prearranged Bidder agrees to pay for the Release Request:
 - c) the term and the Maximum Daily Quantity agreed to by the Prearranged Bidder:
9. Other Conditions of the Release:

Releasing Shipper understands that Transporter reserves the right to invalidate any Release Request subsequent to its posting on Transporter's Electronic Bulletin Board system to the extent it is incomplete or fails to conform in any manner to the requirements of Transporter's tariff.

Releasing Shipper, by the signature of its authorized representative, represents and certifies to Transporter that 1) the individual signing below is authorized to sign this Release Request for Releasing Shipper; 2) the information above is true, complete and correct; 3) Releasing Shipper agrees irrevocably to release the transportation rights described herein on the terms and conditions set forth herein to the successful Bidder if this Release Request is accepted by a Bidder; and 4) if this Release Request includes a Prearranged Bidder, the Prearranged Bidder has agreed irrevocably to accept the transportation rights described herein on the terms and conditions set forth herein.

Submitted this ____ day of _____, 199_.

(Shipper)

By _____

Title _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 135 Original Sheet No. 135 : Superseded

FORM OF BID

Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252-2511
(713) 757-4390

Attention: Manager of Transportation Services

Re: Bid on Released Rights to
Firm Transportation Service

_____ ("Bidder") hereby submits this Bid for released firm transportation rights specified in the Release Request identified below. The terms of this Bid are as follows:

1. complete legal name of Bidder, type of legal entity and state of incorporation:
2. Transportation Service Agreement Number of Releasing Shipper and Release Request number to which bid relates:
3. The Maximum Daily Quantity for the Bid:
4. The rate(s) which Bidder is willing to pay for released transportation rights:
5. Term for which Bidder wishes to obtain the transportation rights:

Bidder, by the signature of its authorized representative, represents and certifies to Transporter that (1) the individual signing below is authorized to sign this Bid for Bidder; (2) the information above is true, complete and correct, and (3) Bidder irrevocably agrees to accept the transportation rights described in the Release Request to which this Bid relates on the terms and conditions set forth in such Release Request as modified by this Bid.

Submitted this ____ day of _____, 199_.

(Bidder)

By _____

Title _____

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 136 Original Sheet No. 136 : Superseded

FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT

(Applicable to firm transportation rights
released pursuant to Article XXI of the
General Terms and Conditions of this Tariff)

THIS AGREEMENT is made and entered into this ____ day of _____ by and between
MIDWESTERN GAS TRANSMISSION COMPANY, a Delaware corporation, hereinafter called "Transporter" and
_____, hereinafter variously called "Bidder" or "Replacement Shipper."

WHEREAS, Transporter owns and operate an interstate natural gas transmission system and
provides transportation service for third-party shippers on such system;

WHEREAS, Transporter's Tariff on file with the Federal Energy Regulatory Commission
(FERC) permits firm transportation shippers under Transporter's Rate Schedules FT-A and FT-GS to
release some or all of their transportation rights under the terms and conditions presented in the
Tariff;

WHEREAS, Bidder desires to submit bids for transportation rights released by one or more
firm shippers and Transporter's tariff requires bidder to enter into this released transportation
service agreement as a pre-condition to the submission of any such bids; and

WHEREAS, Transporter is willing to enter into this Agreement with Bidder and provide
transportation service to Bidder as a Replacement Shipper to the extent it obtains released
transportation rights;

NOW THEREFORE, in consideration of the mutual covenants and agreements as herein set
forth, the parties hereto agree as follows:

ARTICLE I - RELEASED TRANSPORTATION RIGHTS

In the event transportation rights are released to Bidder, Transporter shall prepare and
submit to Bidder an Exhibit "R-1" setting forth the maximum daily quantity of the released
transportation service, applicable receipt and delivery points, the rates to be paid for service
using released rights, the name of the Rate Schedule governing such released transportation rights
("Governing Rate Schedule") and any special terms and conditions applicable to such released
transportation rights, including conditions of curtailment or recall. If Replacement Shipper
subsequently obtains additional released transportation rights pursuant to the terms and
conditions of Transporter's Tariff, an additional exhibit (designated sequentially as Exhibit R-2,
Exhibit R-3, etc.) shall be added to this Agreement for each such award of transportation rights.
Each such Exhibit shall be added to this Agreement without any requirement of execution by
Replacement Shipper and, upon such addition, shall be incorporated in and be considered a part of
this Agreement.

Effective Date: 11/01/1993 Status: Effective
FERC Docket: RS92- 52-001

Original Sheet No. 137 Original Sheet No. 137 : Superseded

FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT (Continued)

- 2.1 This Agreement shall be subject to, shall be governed by, and shall incorporate the applicable provisions of Transporter's Tariff, including, without limitation, Article XXII of the General Terms and Conditions thereof, the Governing Rate Schedule and special terms and conditions stated in each Exhibit hereto with respect to the released transportation rights described in such Exhibit. Subject to the terms, conditions and limitations of this Agreement and Transporter's Tariff, Replacement Shipper shall be deemed a Shipper for purposes of the Governing Rate Schedule and the applicable provisions of Transporter's Tariff and shall be subject to all obligations thereof.
- 2.2 Transporter expressly reserves all rights granted to it by any Governing Rate Schedule and the applicable provisions of its Tariff to file at the FERC and place into effect unilaterally such changes as Transporter deems necessary or desirable from time-to-time in the rates, charges, terms, and conditions applicable to service under the Tariff or Governing Rate Schedule, in order to assure Transporter just and reasonable rates, charges, and terms and conditions of service.

ARTICLE III

TERM

This Agreement shall become effective on the date first written above and shall remain in force and effect until terminated by either party upon thirty days prior written notice to the other party; provided however, no such termination may take effect during the term of any release of transportation rights to Replacement Shipper hereunder.

ARTICLE IV

NOTICES

Notices given under this Agreement shall be given in accordance with Article XI of the General Terms and Conditions of Transporter's Tariff. If notice is given in writing it should be mailed:

If to Transporter: Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252-2511

If to Replacement Shipper: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 138 Original Sheet No. 138 : Superseded

FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT (Continued)

ARTICLE V - SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. No assignment or transfer by either party of any of its rights hereunder, except for transfers pursuant to the release program set forth in Transporter's Tariff, shall be made without the prior written consent of the other party. Such consent shall not be unreasonably withheld. No such consent of Transporter or Replacement Shipper shall be required when an assignment by Replacement Shipper or Transporter is the result of, and part of, a corporate acquisition, merger or reorganization. Nothing contained herein shall prevent either party from pledging, mortgaging or assigning its rights hereunder as security for its indebtedness and either party may assign to the pledgee or mortgagee (or to a trustee for the holder of such indebtedness) any money due or to become due under this Agreement. As between the parties hereto, such assignment shall become effective on the first day of the month following written notice that such assignment has been effectuated. Upon request of either party, the other party shall acknowledge in writing any permitted assignment described herein and the right of any permitted assignee (and any assignee upon enforcement of any assignment made as security for indebtedness) to enforce this Agreement against such other party, and shall also deliver such certificates, copies of corporate documents and opinions of counsel as may be reasonably requested by such permitted assignee relating to such party, this Agreement and any other matters relevant thereto. No permitted assignment shall relieve the assigning party from any of its obligations under this Agreement. Replacement Shipper hereby confirms that the rights of Transporter under this Agreement that maybe assigned include any right given or reserved to Transporter in the Agreement to consent to any assignment or transfer by Replacement Shipper of its rights and obligations thereunder.

ARTICLE VI - GOVERNMENTAL BODIES

Notwithstanding any other provision hereof, this Agreement shall be subject to all laws, statutes, ordinances, regulations, rules and court decisions of governmental entities now or hereafter having jurisdiction.

ARTICLE VII - REPLACEMENT SHIPPER'S INDEMNIFICATION

Replacement Shipper recognizes that its rights to transportation service hereunder are solely those rights released by Releasing Shippers. The Replacement Shipper agrees that it will indemnify Transporter against any claim or suit of any kind by any Releasing Shipper, its successor or assigns arising from any action taken by Transporter in reliance upon the nominations, scheduling instructions or other communications from Replacement Shipper or its

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 139 Original Sheet No. 139 : Superseded

FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT (Continued)

agents. Replacement Shipper further agrees that it will hold Transporter harmless for any action taken by Transporter in reliance upon the nominations, scheduling instructions, or other communications of the Releasing Shipper or its agents. Replacement Shipper further recognizes and agrees that Transporter shall have no obligation to honor any nomination or scheduling request from Replacement Shipper or its agents that in Transporter's sole opinion conflicts with communications or instructions received by Transporter from the Releasing Shipper (or its agents) or with the terms of Transporter's Tariff.

ARTICLE VIII - MISCELLANEOUS PROVISIONS

- 8.1 No waiver by any party of any one or more defaults by the other in the performance of any provisions of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 8.2 No liability for any act or omission of Transporter shall be incurred by, or asserted against, the entities holding a partnership interest in Transporter or against any owners, subsidiaries or affiliates thereof. Any recourse for any liability of Transporter shall be against Transporter only.
- 8.3 The headings of the Articles of this Agreement are inserted for convenience of reference only and shall not affect the meaning or construction thereof.
- 8.4 AS TO ALL MATTERS OF CONSTRUCTION AND INTERPRETATION, THIS AGREEMENT SHALL BE INTERPRETED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO ITS CONFLICT OF LAWS PROVISIONS.
- 8.5 This Agreement, including all provisions expressly incorporated by reference, constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, representations and understandings, written or oral, pertaining thereto. Except as otherwise provided herein, any modifications, amendments or changes to this Agreement shall be binding upon the parties only if agreed upon by both parties hereto in a written instrument or by an electronic contract form which expressly refers to this Agreement.

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 140 Original Sheet No. 140 : Superseded

FORM OF RELEASED TRANSPORTATION SERVICE AGREEMENT (Continued)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first set forth above.

(Replacement Shipper)

VIKING GAS TRANSMISSION COMPANY
(Transporter)

By _____

By _____

Title: _____

Title: _____

Attest: _____

Attest: _____

Effective Date: 11/01/1993 Status: Effective

FERC Docket: RS92- 52-001

Original Sheet No. 141 Original Sheet No. 141 : Superseded

VIKING GAS TRANSMISSION COMPANY
INDEX OF SHIPPERS

| Contract Expiration Date | Company | Rate Schedule | Contract Demand or Maximum Contract Quantity (MDQ) | Contract Execution Date | Contract Effective Date |
|--------------------------------|--|------------------|---|-------------------------------|-------------------------------|
| ----- 10/31/2000 | ANR Pipeline Company | FT-A | 206,448 | 11/01/91 | 11/01/92 |
| 10/31/2000 | | FT-A | 50,350 | 11/30/92 | 02/01/93 |
| 10/31/2002 | Argyle, Minnesota (Village of) | FT-A | 369 | 11/01/92 | 11/01/92 |
| 10/31/2002 | Great Plains Natural Gas Company | FT-A | 7,841 | 10/30/91 | 11/01/91 |
| 10/31/97 | | FT-A | 3,000 | 11/01/92 | 11/01/92 |
| 10/31/2002 | Hallock, Minnesota (Village of) | FT-A | 774 | 11/01/92 | 11/01/92 |
| 10/31/2002 | Hawley, Minnesota (Village of) | FT-A | 504 | 10/29/91 | 11/01/91 |
| 10/31/2002 | Lake Park, Minnesota (Village of) | FT-A | 357 | 11/01/92 | 11/01/92 |
| 10/31/2002 | Midwest Gas, a Division of Iowa | FT-A | 1,098 | 11/01/91 | 11/01/91 |
| 10/31/95 | Public Service Co. | FT-A | 950 | 11/01/92 | 11/01/92 |
| 10/30/98 | Minnegasco, Inc. | T-11 | 50,350 | 07/27/88 | 07/27/88 |
| 10/31/2002 | New York Mills, Minnesota (Village of) | FT-A | 644 | 11/01/92 | 11/01/92 |
| 10/31/2002 | Northern Minnesota Utilities | FT-A | 8,366 | 11/01/91 | 11/01/91 |
| 10/31/2000 | Northern States Power Company | FT-A | 30,800 | 10/30/90 | 10/30/90 |
| 11/30/2001 | | FT-A | 15,000 | 12/01/91 | 12/01/91 |
| 10/26/91 | | T-9 | 47,400 | 06/26/84 | 06/26/84 |
| 10/31/2002 | Peoples Natural Gas | FT-A | 3,127 | 11/01/92 | 11/01/92 |
| 10/31/2002 | Perham, Minnesota (Village of) | FT-A | 1,309 | 10/28/91 | 11/01/91 |
| 10/31/2002 | Stephen, Minnesota (Village of) | FT-A | 408 | 11/01/92 | 11/01/92 |
| | Warren, Minnesota (City of) | FT-A | 824 | 11/01/92 | 11/01/92 |

| | | | | |
|--|------|-------|----------|----------|
| 10/31/2002 | | | | |
| Wisconsin Gas Company 10/31/2002 | FT-A | 6,445 | 11/01/92 | 11/01/92 |
| Wisconsin Power & Light Co. 10/31/97 | FT-A | 4,191 | 10/01/90 | 10/01/90 |
| Wisconsin Public Service Corp. 10/31/97 | FT-A | 7,880 | 09/21/90 | 10/01/90 |

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 142 First Revised Sheet No. 142 : Superseded
Superseding: Original Sheet No. 142

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE VI - RATES FOR SERVICE

6.1 Rates and Charges - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Transporter shall be in accordance with Transporter's effective Rate Schedule FT-2. Where applicable, Shipper shall also pay the Gas Research Institute surcharge and Annual Charge Adjustment surcharge as such rates may change from time to time.

6.2 New Facilities Charge - _____

6.3 Changes in Rates and Charges - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates and charges applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Transporter at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Transporter shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 143 First Revised Sheet No. 143 : Superseded
Superseding: Original Sheet No. 143

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE IX

RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Transporter's applicable Rate Schedule(s) and Transporter's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated by reference and made a part hereof for all purposes.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Transporter, subject to scheduling requirements, and shall remain in full force and effect for a term of _____. This Agreement may be terminated as of the end of said initial term or as of the end of any extended period (Termination Date) upon six months' prior written notice to the other party of such termination to be effective on the Termination Date. In the event the primary term or any extended term of this Agreement is less than six months, then a party must give written notice to the other at the commencement of the primary term or any extended term of this Agreement of its election to terminate on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Transporter may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the General Terms and Conditions of Transporter's FERC Tariff.
- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 144 First Revised Sheet No. 144 : Superseded
Superseding: Original Sheet No. 144

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE XI - REGULATION

obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.

11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6 herein, shall be of no force and effect from and after the effective date of such termination.

11.4 The transportation service described herein shall be provided subject to the provisions of the following FERC Regulations (check one):

Part 284, Subpart B

Part 284, Subpart G

ARTICLE XII - ASSIGNMENTS

12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.

12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 145 First Revised Sheet No. 145 : Superseded
Superseding: Original Sheet No. 145

GAS TRANSPORTATION AGREEMENT (Continued)

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place, as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) _____ attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by the Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Transporter under this Agreement.
- 13.6 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service will continue if within the thirty day notice period Shipper cures the breach of warranty.

ARTICLE XIV - MISCELLANEOUS

- 14.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 14.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 14.3 Except as otherwise provided herein, in the applicable Rate Schedule(s), or in the General Terms and Conditions applicable to this Agreement, any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in writing and mailed by registered mail to the post office address of the party intended to receive the same, as the case may be, as follows:

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 146 First Revised Sheet No. 146 : Superseded
Superseding: Original Sheet No. 146

GAS TRANSPORTATION AGREEMENT (Continued)

TRANSPORTER Viking Gas Transmission Company
P. O. Box 2511
Houston, Texas 77252
Attention: _____

Payments: Attention: _____

Gas Analysis and Attention: _____
Volume Statements

SHIPPER: _____

Attention: _____

Invoices: _____

Attention: _____

or to such other address as either Party shall designate by formal written notice to the other. Routine communications, including monthly statements and payments, may be mailed by either registered or ordinary mail.

14.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, except for Choice of Law doctrine that refers to the laws of another jurisdiction.

14.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 147 First Revised Sheet No. 147 : Superseded
Superseding: Original Sheet No. 147

GAS TRANSPORTATION AGREEMENT (Continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY _____
TITLE: Agent and Attorney-in-Fact

BY _____
TITLE:

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 148 First Revised Sheet No. 148 : Superseded
Superseding: Original Sheet No. 148

EXHIBIT A
TO GAS TRANSPORTATION AGREEMENT
DATED
BETWEEN
AND
VIKING GAS TRANSMISSION COMPANY

| RECEIPT POINT(S) | / | METER NUMBER | / | MAXIMUM DAILY QUANTITY | / | EQUIVALENT POINTS |
|------------------|---|--------------|---|---------------------------|---|----------------------|
|------------------|---|--------------|---|---------------------------|---|----------------------|

| DELIVERY POINT(S) | / | METER NUMBER | / | MAXIMUM DAILY QUANTITY | / | EQUIVALENT POINTS |
|-------------------|---|--------------|---|---------------------------|---|----------------------|
|-------------------|---|--------------|---|---------------------------|---|----------------------|

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 149 First Revised Sheet No. 149 : Superseded
Superseding: Original Sheet No. 149

First Revised Sheet No. 149 Reserved for Future Use.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 150 First Revised Sheet No. 150 : Superseded
Superseding: Original Sheet No. 150

GAS TRANSPORTATION AGREEMENT
(For Use Under Rate Schedule IT-2)

THIS AGREEMENT is made, entered into and effective as of this _____ day of _____, 19____, by and between Viking Gas Transmission Company, a Delaware corporation, hereinafter referred to as "Transporter," and _____, a _____ corporation, acting as agent for _____, hereinafter referred to as "Shipper." Transporter and Shipper shall be collectively referred to herein as the "Parties." The service provided for hereunder shall be on behalf of the company or companies listed on Exhibit _____ hereto.

WITNESSETH:

NOW, THEREFORE, in consideration of the premises and of the mutual agreements herein contained, Transporter and Shipper agree as follows:

ARTICLE I - DEFINITIONS

- 1.1 Equivalent Quantity - shall mean that during any given period of time, the quantities of gas delivered by Transporter hereunder at the Delivery Point(s) shall be the thermal equivalent of the quantities of gas received by Transporter for the account of Shipper for transportation hereunder at the Receipt Point(s), less quantities provided by Shipper for Transporter's system fuel and use requirements and gas lost and unaccounted for associated with this transportation service. For purposes of determining Equivalent Quantity, Transporter shall use established thermal conversion factors derived from measurement on a dry dekatherm basis pursuant to the General Terms and Conditions of Transporter's FERC Gas Tariff and the applicable Rate Schedules.
- 1.2 Receipt Point(s) - shall mean all designated Receipt Points of Transporter as specified on Exhibit A attached hereto.
- 1.3 Delivery Point(s) - shall mean all designated Delivery Points of Transporter as specified on Exhibit A attached hereto.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 151 First Revised Sheet No. 151 : Superseded
Superseding: Original Sheet No. 151

GAS TRANSPORTATION AGREEMENT (Continued)

- 1.4 Transportation Quantity - shall mean the maximum daily quantity in dekatherms of gas which Transporter agrees to transport and deliver, subject to Article II herein, for the account of Shipper hereunder on each day during each year during the term hereof, which shall be _____ Dth per day.

ARTICLE II - TRANSPORTATION

Transporter agrees to accept and receive daily, on an interruptible basis, at the Receipt Point(s), from Shipper such quantity of gas as Shipper makes available and deliver for Shipper to the Delivery Point(s) an Equivalent Quantity of gas up to the Transportation Quantity .

ARTICLE III - RECEIPT AND DELIVERY PRESSURES

- 3.1 Pressure - Shipper shall deliver, or cause to be delivered, to Transporter the gas to be transported hereunder at pressures sufficient to deliver such gas into Transporter's system at the Receipt Point(s), provided such pressure shall not exceed 877 psig. Transporter shall deliver the gas to be transported hereunder to or for the account of Shipper at the pressures existing in Transporter's system at the Delivery Point(s) unless otherwise specified on Exhibit A.
- 3.2 Alternate Points - By designating Receipt or Delivery Points as Equivalent Points on Exhibit A, Shipper agrees that Transporter may utilize such points for actual receipts or deliveries as alternatives depending upon operating conditions and upon confirmation by the upstream or downstream operator at such points; provided such alternation does not result in interruption of Shipper or an imbalance of receipts and deliveries.

ARTICLE IV - QUALITY SPECIFICATIONS AND STANDARDS FOR MEASUREMENTS

For all gas received, transported and delivered hereunder, the Parties agree to the quality specifications and standards for measurement as provided for in the General Terms and Conditions of Transporter's FERC Gas Tariff. Transporter shall be responsible for the operation of measurement facilities at the Delivery Point(s), the North Branch, Minnesota Receipt Point and at any other mutually agreeable Receipt Point(s). In the event that measurement facilities are not operated by Transporter, then the responsibility for operations shall be deemed to be Shipper's.

ARTICLE V - FACILITIES

The facilities necessary to receive, transport and deliver gas as described herein are in place and no new facilities are anticipated to be required.

or

[If facilities are contemplated to be constructed, a brief description of the facilities will be included, as well as who is to construct, own and/or operate such facilities.]

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE VI - RATES FOR SERVICE

6.1 Rates and Charges - Commencing on the date of implementation of this Agreement under Section 10.1, the compensation to be paid by Shipper to Transporter shall be in accordance with Transporter's effective Rate Schedule IT-2. Where applicable, Shipper shall also pay the Gas Research Institute surcharge and Annual Charge Adjustment surcharge as such rates may change from time to time.

6.2 New Facilities Charge - _____

6.3 Changes in Rates and Charges - Shipper agrees that Transporter shall have the unilateral right to file with the appropriate regulatory authority and make changes effective in (a) the rates and charges stated in this Article, (b) the rates, charges, terms and conditions applicable to service pursuant to the Rate Schedule under which this service is rendered and (c) any provisions of the General Terms and Conditions in Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time. Without prejudice to Shipper's right to contest such changes, Shipper agrees to pay the effective rates and charges for service rendered pursuant to this Agreement.

ARTICLE VII - RESPONSIBILITY DURING TRANSPORTATION

As between the Parties hereto, it is agreed that from the time gas is delivered by Shipper to Transporter at the Receipt Point(s) and prior to delivery of such gas to or for the account of Shipper at the Delivery Point(s), Transporter shall have the unqualified right to commingle such gas with other gas in its available system and shall have the unqualified right to handle and treat such gas as its own.

ARTICLE VIII - BILLINGS & PAYMENTS

Billings and payments under this Agreement shall be in accordance with the terms and conditions of Transporter's FERC Gas Tariff as such Tariff may be revised or replaced from time to time.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 153 First Revised Sheet No. 153 : Superseded
Superseding: Original Sheet No. 153

GAS TRANSPORTATION AGREEMENT (Continued)

ARTICLE IX - RATE SCHEDULES AND
GENERAL TERMS AND CONDITIONS

This Agreement and all terms and provisions contained or incorporated herein are subject to the effective provisions of Transporter's applicable Rate Schedule(s) and Transporter's General Terms and Conditions on file with the FERC, or other duly constituted authorities having jurisdiction, as the same may be changed or superseded from time to time in accordance with the rules and regulations of the FERC, which Rate Schedule(s) and General Terms and Conditions are incorporated herein by reference and made a part hereof for all purposes.

ARTICLE X - TERM OF AGREEMENT

- 10.1 This Agreement shall become effective on the date of its execution, and shall be implemented upon the receipt of all necessary regulatory approvals satisfactory to Transporter, subject to scheduling requirements, and shall remain in full force and effect for a term of _____. Either party may elect to terminate this Agreement as of the end of said initial term or as of the end of any extended period (Termination Date) by giving thirty (30) days' prior written notice to the other party of such termination to be effective on the Termination Date.
- 10.2 Any portions of this Agreement necessary to balance receipts and deliveries under this Agreement upon its termination, as required by the General Terms and Conditions of Transporter's FERC Gas Tariff, shall survive the other parts of this Agreement until such time as such balancing has been accomplished.
- 10.3 In addition to any other remedy Transporter may have, this Agreement will terminate automatically in the event Shipper fails to pay all of the amount of any bill for service rendered by Transporter hereunder when that amount is due, provided Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service may continue hereunder if within the thirty day notice period satisfactory assurance of payment is made in accord with the General Terms and Conditions of Transporter's FERC Tariff.

ARTICLE XI - REGULATION

- 11.1 This Agreement shall be subject to all applicable governmental statutes, orders, rules and regulations and is contingent upon the receipt and continuation of all necessary regulatory approvals or authorizations upon terms acceptable to Transporter. This Agreement shall be void and of no force and effect if any necessary regulatory approval or authorization is not so obtained or continued. All parties hereto shall cooperate to obtain or continue all necessary approvals or authorizations, but no party shall be liable to any other party for failure to obtain or continue such approvals or

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 154 First Revised Sheet No. 154 : Superseded
Superseding: Original Sheet No. 154

GAS TRANSPORTATION AGREEMENT (Continued)

authorizations. Further, if any governmental body having jurisdiction over the service provided for herein authorizes abandonment of such service on a date other than the Termination Date as defined in Section 10.1 herein, then the Termination Date shall nevertheless be the abandonment date so authorized.

- 11.2 Promptly following the execution of this Agreement, the Parties will file, or cause to be filed, and diligently prosecute, any necessary applications or notices with all necessary regulatory bodies for approval of the service provided for herein.
- 11.3 In the event the Parties are unable to obtain all necessary and satisfactory regulatory approvals for service prior to the expiration of two (2) years from the effective date hereof, then, prior to receipt of such regulatory approvals, either Party may terminate this Agreement by giving the other Party at least thirty (30) days prior written notice, and the respective obligations hereunder, except for the provisions of Article 6 herein, shall be of no force and effect from and after the effective date of such termination.
- 11.4 The transportation service described herein shall be provided subject to the provisions of the following FERC Regulations (check one):
- _____ Part 284, Subpart B
- _____ Part 284, Subpart G

ARTICLE XII - ASSIGNMENTS

- 12.1 Either Party may assign or pledge this Agreement and all rights and obligations hereunder under the provisions of any mortgage, deed of trust, indenture, or other instrument which it has executed or may execute hereafter as security for indebtedness; otherwise, Shipper shall not assign this Agreement or any of its rights and obligations hereunder.
- 12.2 Any person or entity which shall succeed by purchase, transfer, merger, or consolidation to the properties, substantially or as an entirety, of either Party hereto shall be entitled to the rights and shall be subject to the obligations of its predecessor in interest under this Agreement.

ARTICLE XIII - WARRANTIES

In addition to the warranties set forth in Article IX of the General Terms and Conditions of Transporter's FERC Gas Tariff, Shipper warrants the following:

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 155 First Revised Sheet No. 155 : Superseded
Superseding: Original Sheet No. 155

GAS TRANSPORTATION AGREEMENT (Continued)

- 13.1 Shipper warrants that all upstream and downstream transportation arrangements are in place, or will be in place as of the requested effective date of service, and that it has advised the upstream and downstream transporters of the receipt and delivery points under this Agreement and any quantity limitations for each point as specified on Exhibit(s) attached hereto. Shipper agrees to indemnify and hold Transporter harmless for refusal to transport gas hereunder in the event any upstream or downstream transporter fails to receive or deliver gas as contemplated by this Agreement.
- 13.2 If transportation hereunder is pursuant to Subpart B of Part 284 of the FERC's Regulations, Shipper warrants that the service provided hereunder is on behalf of an intrastate pipeline or a local distribution company within the meaning of Section 311(a)(1) of the Natural Gas Policy Act of 1978. If transportation hereunder is pursuant to Subpart G, Section 284.222 of the Commission's Regulations, Shipper warrants that the service provided hereunder is on behalf of an interstate pipeline company.
- 13.3 If a party is acting as an agent hereunder, such party warrants that it is authorized to act for its principals in arranging the transportation service provided for herein.
- 13.4 Shipper agrees to indemnify and hold Transporter harmless from all suits, actions, debts, accounts, damages, costs, losses and expenses (including reasonable attorneys fees) arising from or out of breach of any warranty, express or implied, by Shipper herein.
- 13.5 Shipper warrants that it will have title or the right to acquire title to the gas delivered to Transporter under this Agreement.
- 13.6 Transporter shall not be obligated to provide or continue service hereunder in the event of any breach of warranty; provided, Transporter shall give Shipper and the FERC thirty days notice prior to any termination of service. Service will continue if within the thirty day notice period Shipper cures the breach of warranty.

ARTICLE XIV - MISCELLANEOUS

- 14.1 No modification of or supplement to the terms and provisions hereof shall be or become effective, except by the execution of supplementary written consent.
- 14.2 No waiver by any Party of any one or more defaults by the other in the performance of any provision of this Agreement shall operate or be construed as a waiver of any future default or defaults, whether of a like or of a different character.
- 14.3 Except as otherwise provided herein, in the applicable Rate Schedule(s), or in the General Terms and Conditions applicable to this Agreement, any notice, request, demand, statement, or bill provided for in this Agreement or any notice which either Party may desire to give to the other shall be in writing and mailed by registered mail to the post office address of the party intended to receive the same, as the case may be, as follows:

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 156 First Revised Sheet No. 156 : Superseded
Superseding: Original Sheet No. 156

GAS TRANSPORTATION AGREEMENT (Continued)

| | |
|---------------------------------------|---|
| TRANSPORTER | Viking Gas Transmission Company P. O. Box 2511 Houston, Texas 77252 Attention: _____ |
| Payments: | Attention: _____ |
| Gas Analysis and Volume Statements | Attention: _____ |
| SHIPPER: | _____ _____ Attention: _____ |
| Invoices: | _____ _____ Attention: _____ |

or to such other address as either Party shall designate by formal written notice to the other. Routine communications, including monthly statements and payments, may be mailed by either registered or ordinary mail.

- 14.4 The interpretation and performance of this Agreement shall be in accordance with and controlled by the laws of the State of Texas, except for Choice of Law doctrine that refers to the laws of another jurisdiction.
- 14.5 Exhibit(s) _____ attached hereto is/are incorporated herein by reference and made a part of this Agreement for all purposes.

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 157 First Revised Sheet No. 157 : Superseded
Superseding: Original Sheet No. 157

GAS TRANSPORTATION AGREEMENT (Continued)

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed in several counterparts as of the date first hereinabove written.

VIKING GAS TRANSMISSION COMPANY

BY _____
TITLE: Agent and Attorney-in-Fact

BY _____
TITLE:

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 158 First Revised Sheet No. 158 : Superseded
Superseding: Original Sheet No. 158

EXHIBIT A
TO GAS TRANSPORTATION AGREEMENT
DATED _____

BETWEEN

AND
VIKING GAS TRANSMISSION COMPANY

RECEIPT POINT(S) METER NUMBER

DELIVERY POINT(S) METER NUMBER EQUIVALENT POINTS

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 159 First Revised Sheet No. 159 : Superseded
Superseding: Original Sheet No. 159

First Revised Sheet No. 159 Reserved for Future Use.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 160 First Revised Sheet No. 160 : Superseded
Superseding: Original Sheet No. 160

TRANSPORTATION SERVICE REQUEST FORM

Viking Gas Transmission Company
P.O. Box 2511
Houston, Texas 77252

Attention: Director of Marketing and Transportation Services

Re: Transportation Service on _____ New Service _____ Firm
Viking Gas Transmission _____ Modification of Service _____ Interruptible
Company _____ under Contract No. _____

Gentlemen:

_____ (Shipper) hereby requests transportation service on Viking Gas
Transmission Company (Viking) and concurrently provides the following information in connection
with this request:

1. Complete legal name of Shipper:

2. Type of legal entity and state of incorporation:

3. Type of company:

_____ Local Distribution Company
_____ Intrastate Pipeline
_____ Interstate Pipeline
_____ Producer
_____ End-User
_____ Marketer
_____ Broker
_____ Other (fill in)

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 161 First Revised Sheet No. 161 : Superseded
Superseding: Original Sheet No. 161

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 2

4. Name of Shipper's contact, address and telephone number through which correspondence for the following should be directed:

Contact For Request: _____

Contact for Notices: _____

Contact For Invoices: _____

5. Shipper is seeking transportation by Viking pursuant to:
- a) Subpart B of the Commission's Regulations, on behalf of a local distribution company.

Name of Company/Companies
- b) Subpart B of the Commission's Regulations, on behalf of an intrastate pipeline.

Name of Company/Companies

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 162 First Revised Sheet No. 162 : Superseded
Superseding: Original Sheet No. 162

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 3

- c) Subpart G of the Commission's Regulations, on behalf of an interstate pipeline.

Name of Company/Companies

- d) Subpart G of the Commission's Regulations, on behalf of Shipper(s) other than interstate pipeline.

Name of Company/Companies

- e) Other. Specify what Commission authorization is being requested. _____

(Viking reserves the right to require proof that Shipper's request meets the requirements of the applicable Commission Regulations at the time Shipper executes the Gas Transportation Agreement.)

6. a) Has NEB export authorization been applied for?

_____ Yes
_____ No

If NEB authorization has been applied for, please state:

- i. Date of Application _____
ii. Volume to be Exported _____
iii. Current Status _____

- b) Has DOE import authorization been applied for?:

_____ Yes
_____ No

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 163 First Revised Sheet No. 163 : Superseded
Superseding: Original Sheet No. 163

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 4

If DOE authorization has been applied for, please state:

- i. Date of Application _____
- ii. Volume to be Imported _____
- iii. Current Status _____

* 7. If Shipper is requesting service be performed by Viking for Shipper acting as agent for another entity, please specify the full legal name of such entity.

8. a) Location (i.e. state(s)) of the ultimate delivery point of gas to be transported:

b) Location (i.e. state(s)) of the original source of the gas to be transported:

*c) The intended use of the gas is:

- _____ system supply for _____
- _____ end use by industry or commerce
- _____ other (fill in)

and, if the gas is for other than system supply, please provide the full legal name of the ultimate consumer:

* This information is not required at the time of the request, but is required at the time Shipper executes the Gas Transportation Agreement.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 164 First Revised Sheet No. 164 : Superseded
Superseding: Original Sheet No. 164

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 5

9. Date service is proposed to commence:

10. Term of service:

11. If additional or new facilities are required to receive or deliver gas for the transportation service requested herein, please provide description of facilities required, location, and requested in-service date;

and, if the transportation service to be provided using the new facilities is to a customer that is located in the service area of a local distribution company, please specify the name of the local distribution company.

12. The maximum daily quantity to be transported is _____ Dth. The estimated total quantity of gas to be transported during the requested term of service is _____ Dth.

13. For firm transportation only, the name and description of Point(s) of Receipt into Viking's system and the maximum daily quantities expressed in Dth of gas to be delivered by Shipper for each point:

(The sum of the maximum daily quantities above must equal the maximum daily quantity set forth in No. 12 above.)

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 165 First Revised Sheet No. 165 : Superseded
Superseding: Original Sheet No. 165

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 6

14. For firm transportation only, the name and description of Point(s) of Delivery where Viking will redeliver the gas and the maximum daily quantities expressed in Dth of gas to be redelivered by Viking for each point:

(The sum of the maximum daily quantities above must equal the maximum daily quantity set forth in No. 12 above.)

15. For firm transportation only, the names of those entities delivering gas into Viking' system and the names of those entities taking gas off Viking's system:

Viking Point of Receipt Name/Delivering Entity

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Viking Point of Delivery Name/Taking Entity

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 166 First Revised Sheet No. 166 : Superseded
Superseding: Original Sheet No. 166

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 7

- * 16. If Shipper is purchasing gas, provide the name of producer(s) of the gas, seller (if different from producer), location (FERC Geographic Area) of the source(s) of supply, indication of the FERC Geographic Area associated with the anticipated primary source of supply, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and seller(s):

- * 17. If Shipper is selling gas, provide the name of purchaser(s) of the gas, contract quantity, and the effective and termination date(s) of executed Agreement(s) between Shipper and purchaser(s):

- 18. Credit Evaluation - Please provide a copy of Shipper's most recent quarterly financial statement, most recent annual report and Form 10K and a complete list of all affiliates including parent and subsidiary companies.

- 19. Is requestor affiliated with Viking Gas Transmission Company? _____ Yes
_____ No

If yes, what is the percentage of affiliation? _____%

- * This information is not required at the time of the request but is required at the time Shipper executes the Gas Transportation Agreement.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 166A First Revised Sheet No. 166A : Superseded
Superseding: Original Sheet No. 166A

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 8

20. Is shipper affiliated with Viking Gas Transmission Company? _____ Yes
_____ No

If yes, what is the percentage of affiliation? _____%

21. Is your supplier affiliated with Viking Gas Transmission Company? _____ Yes
_____ No

If yes, what is the percentage of affiliation? _____%

22. Is any of the gas to be transported subject to take-or-pay relief? _____ Yes _____ No
_____ Unknown

If yes, what percentage of total contract quantity to be transported is subject to
take-or-pay? _____%

23. For marketing affiliates of Viking Gas Transmission Company only, does the cost of gas
exceed the sales price, less associated costs including transportation, i.e. is the gas
being sold at a loss? _____ Yes _____ No _____ Unknown

If so, by how much? _____

If applicable, Shipper agrees by its signature below to provide this information within
twenty-five calendar days after the month in which the transportation service occurred.

Shipper understands that this request form, complete and unrevised as to format, must be received
by Viking before the transportation request will be accepted and processed.

Effective Date: 06/01/1991 Status: Effective
FERC Docket: GT91- 25-000

First Revised Sheet No. 166B First Revised Sheet No. 166B : Superseded
Superseding: Original Sheet No. 166B

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 9

Shipper, by its signature, certifies to Viking (1) that the information above is correct and accurate and that all necessary transportation arrangements with the upstream and downstream Transporters have been or will be secured prior to the commencement of the requested transportation service (2) that Shipper will have title, or the right to acquire title, to the gas that is to be delivered to Viking and (3) that Shipper will advise Viking of any changes in the information provided in items 22 and 23 five business days prior to the end of any month for the preceding month's transportation business in which a change occurred.

Very truly yours,

By _____

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 166C First Revised Sheet No. 166C : Superseded
Superseding: Original Sheet No. 166C

TRANSPORTATION SERVICE REQUEST FORM (Continued)

Viking Gas Transmission Company
Page 10

On Behalf of Entities

Exhibit

METER

Name

On Behalf of Entity*

*Local Distribution Company or Intrastate Pipeline for service under Subpart B, Part 284.

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 167 First Revised Sheet No. 167 : Superseded
 Superseding: Original Sheet No. 167

CUSTOMER NOMINATION FORM

Viking Gas Transmission Company
 P. O. Box 2511
 Houston, Texas 77252
 (713)-757-1500; (800) 544-6449 (outside Texas)
 Telefax: (713) 757-5494

Shipper: _____ Phone No.: _____ Initial Service: _____

Contract Number: _____ Effective Date of Requested Service: _____

Receipt Point into Viking

| Volume Source Description | Receipt Meter Number | Receipt Company/Contract | Operator | Producer | Previous Receipt Volume Request MMBTU | New Receipt Volume Request MMBTU |
|---------------------------|----------------------|--------------------------|----------|----------|---------------------------------------|----------------------------------|
| | | | (14.73) | (14.73) | | |
| ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| | | | | | Total | _____ |

Viking's Delivery Point

| Delivery Meter Number | Delivery Description | Delivery Company/Contract | Phone Number | Previous Delivery Less Fuel @ 14.73 Psia MMBTU | New Delivery Less Fuel @ 14.73 Psia MMBTU |
|-----------------------|----------------------|---------------------------|--------------|--|---|
| ----- | ----- | ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- | ----- | ----- |
| ----- | ----- | ----- | ----- | ----- | ----- |
| | | | | Total | _____ |

- Note: 1. Please confirm changes with Viking's Gas Analysts at (713) 757-1500; (800) 544-6449 (outside Texas).
 2. All information must be furnished to Viking 24 hours prior to the effective date before a nomination can be processed.

Shipper Contact: _____
 Title: _____
 Date: _____
 Telefax Number: _____

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

Second Revised Sheet No. 168 Second Revised Sheet No. 168 : Superseded
 Superseding: First Revised Sheet No. 168

VIKING GAS TRANSMISSION COMPANY
 MINIMUM METER TUBE CAPACITIES

CONDITIONS: Beta Ratio is Approximately = 0.2 Flowing Temperature - 60 degrees F.
 Differential Pressure = 10 in. H2O Meter Tubes are fabricated from Sched 40 pipe
 Specific Gravity = 0.600 Volumes shown are thousand cubic feet / day

(MSCFD)

| Plate = | 0.500 | 0.625 | 0.875 | 1.250 | 1.750 | 2.000 | 2.500 | 3.000 |
|----------|-------------|-------------|-------------|-------------|-------------|--------------|--------------|--------------|
| Beta = | 0.2419 | 0.2037 | 0.2173 | 0.2061 | 0.2193 | 0.1996 | 0.2094 | 0.2000 |
| Pressure | 2 Inch Tube | 3 Inch Tube | 4 Inch Tube | 6 Inch Tube | 8 Inch Tube | 10 Inch Tube | 12 Inch Tube | 16 Inch Tube |
| 200 | 71 | 111 | 217 | 443 | 870 | 1,135 | 1,774 | 2,553 |
| 250 | 80 | 124 | 244 | 497 | 976 | 1,273 | 1,991 | 2,866 |
| 300 | 88 | 137 | 268 | 547 | 1,073 | 1,400 | 2,190 | 3,152 |
| 350 | 95 | 148 | 291 | 593 | 1,164 | 1,519 | 2,375 | 3,418 |
| 400 | 102 | 159 | 312 | 637 | 1,249 | 1,630 | 2,549 | 3,669 |
| ----- | | | | | | | | |
| 450 | 109 | 169 | 332 | 678 | 1,331 | 1,736 | 2,715 | 3,907 |
| 500 | 115 | 179 | 352 | 718 | 1,408 | 1,837 | 2,873 | 4,136 |
| 550 | 121 | 189 | 371 | 756 | 1,483 | 1,935 | 3,026 | 4,355 |
| 600 | 127 | 198 | 389 | 793 | 1,555 | 2,029 | 3,173 | 4,568 |
| 650 | 133 | 207 | 406 | 828 | 1,626 | 2,121 | 3,316 | 4,774 |
| ----- | | | | | | | | |
| 700 | 139 | 216 | 423 | 863 | 1,694 | 2,210 | 3,456 | 4,974 |
| 750 | 144 | 224 | 440 | 897 | 1,761 | 2,297 | 3,592 | 5,170 |
| 800 | 149 | 232 | 456 | 930 | 1,826 | 2,382 | 3,725 | 5,361 |
| 850 | 155 | 241 | 472 | 963 | 1,890 | 2,465 | 3,855 | 5,549 |
| 900 | 160 | 249 | 488 | 995 | 1,952 | 2,547 | 3,983 | 5,733 |
| ----- | | | | | | | | |
| 950 | 165 | 256 | 503 | 1,026 | 2,014 | 2,627 | 4,108 | 5,914 |
| 1000 | 170 | 264 | 518 | 1,057 | 2,074 | 2,706 | 4,232 | 6,091 |
| 1050 | 175 | 272 | 533 | 1,087 | 2,134 | 2,784 | 4,353 | 6,266 |
| 1100 | 179 | 279 | 548 | 1,117 | 2,192 | 2,860 | 4,473 | 6,438 |
| 1150 | 184 | 287 | 562 | 1,147 | 2,250 | 2,936 | 4,591 | 6,608 |
| 1200 | 189 | 294 | 576 | 1,176 | 2,307 | 3,010 | 4,707 | 6,775 |

STIPULATIONS OF THE ABOVE CAPACITIES

1. Use the highest expected pressure when determining the minimum capacity.
2. These capacities do not consider restrictions and pressure losses associated with regulators and/or piping configurations.
3. These volumes may only be used to determine capacities of existing meter stations. They should not be used in designing or estimating new facilities. -----
4. These capacities are valid for all existing meter stations. ---
5. Contact the Measurement Department if there are any exceptions or questions concerning these capacities.

* This tariff sheet is provided for general information purposes only and should not be relied upon by Shippers as indicating measurement accuracy for any specific transactions or conditions.

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 169 First Revised Sheet No. 169 : Superseded
Superseding: Original Sheet No. 169

First Revised Sheet No. 169 is Reserved for Future Use.

Effective Date: 06/01/1992 Status: Effective
 FERC Docket: RP92- 48-000

Third Revised Sheet No. 170 Third Revised Sheet No. 170 : Superseded
 Superseding: Second Revised Sheet No. 170

VIKING GAS TRANSMISSION COMPANY
 INDEX OF PURCHASERS

| Contract Expiration | Company | Rate Schedule | Contract Demand or Maximum Quantity | Contract Execution Date | Contract Effective Date | Date |
|---------------------|--|---------------------|-------------------------------------|--------------------------------|--------------------------|--------------|
| 10-31-90 | ANR Pipeline Company (1) | CD-2 EX-2 T-2 | 100,404 - 50,350 | 10-1-90 7-17-67 10-30-70 | 10-1-90 - 12-16-70 | 11-1-92 - |
| 10-31-92 | Argyle, Minnesota (Village of) | SR-2 | 369 | 3-15-85 | 3-15-85 | |
| 10-31-92 | Great Plains Natural Gas Co. | CR-2 | 5,489 | 1-29-85 | 1-29-85 | |
| 10-31-92 | Hallock, Minnesota (Village of) | SR-2 | 774 | 7-1-85 | 7-1-85 | |
| 10-31-92 | Hawley, Minnesota (Village of) | CR-2 | 353 | 2-20-85 | 2-20-85 | |
| 10-31-92 | Lake Park, Minnesota (Village of) | SR-2 | 357 | 1-29-85 | 1-29-85 | |
| 10-31-92 | Minnegasco, Inc. | T-11 | 50,350 | 7-28-88 | 11-1-88 | |
| 10-31-92 | New York Mills, Minnesota (Village of) | SR-2 | 644 | 2-11-85 | 2-11-85 | |
| 10-31-92 | Midwest Gas Company | CR-2 | 769 | 4-16-85 | 4-16-85 | |
| 10-31-92 | Northern Minnesota Utilities, a Division of Utilicorp United Inc. (3) | CR-2 | 3,037 | 5-22-85 | 5-22-85 | |
| 10-31-80 | Northern Natural Gas Company | EX-4 X-4 | - 157,500 | 5-10-61 1-2-79 | - 1-2-79 | - |
| 10-26-91 | Northern States Power Company | T-9 | 47,400 | 6-26-84 | 11-1-84 | |
| 10-31-92 | Peoples Natural Gas, a Division of Utilicorp United Inc. (4) Ada, Audobon, Detroit Lakes & Frazee | CRL-2 | 3,127 | 8-1-89 | 8-1-89 | 11-1-92 |
| 10-31-92 | Perham, Minnesota (Village of) | CR-2 | 916 | 2-20-85 | 2-20-85 | |
| 10-31-92 | Stephen, Minnesota (Village of) | SR-2 | 408 | 1-29-85 | 1-29-85 | |
| 10-31-80 | Tennessee Gas Pipeline Company | X-4 | 157,500 | 1-2-79 | 1-2-79 | |
| | Natural Gas Pipeline Company of America | X-4 | 35,000 | 1-2-79 | 1-2-79 | |

| | | | | |
|-----------------------------|------|---------|---------|---------|
| 10-31-80 | | | | |
| | X-4 | 157,500 | 1-2-79 | 1-2-79 |
| 10-31-80 | | | | |
| Warren, Minnesota (City of) | SR-2 | 824 | 2-11-85 | 2-11-85 |
| 10-31-92 | | | | |
| Wisconsin Gas Company | CR-2 | 6,445 | 2-18-85 | 2-18-85 |
| 10-31-92 | | | | |

Notes:

- (1) Successor to Michigan Wisconsin Pipe Line Company.
- (2) Successor to North Central Public Service Co., A Division of Iowa Public Service Co.
- (3) Successor to Inter-City Gas Limited Inc.
- (4) Successor to Peoples Natural Gas, A Division of Northern Natural Gas Company.

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet Nos. 171 Thorough 179 First Revised Sheet Nos. 171 Thorough 179 : Superseded
Superseding: Original Sheet Nos.171 Through 179

First Revised Sheet Nos. 171 Through 179 are Reserved for Future Use.

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 180 First Revised Sheet No. 180 : Superseded
 Superseding: Original Sheet No. 180

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|-------|------------|-----------|------------|-----------|---|---|-----------|-----------|-----------|----|-------------|
| Jan. | 7,785,987 | 542,697 | 1,556,749 | 162,072 | - | - | 284,404 | 114,807 | 57,828 | - | 10,504,544 |
| Feb. | 6,918,452 | 482,567 | 1,485,630 | 145,591 | - | - | 246,943 | 74,345 | 42,483 | - | 9,396,011 |
| March | 7,249,459 | 583,616 | 1,671,633 | 238,553 | - | - | 299,535 | 116,801 | 65,442 | - | 10,225,039 |
| April | 5,979,412 | 786,437 | 2,203,018 | 289,825 | - | - | 442,199 | 205,690 | 156,974 | - | 10,063,555 |
| May | 6,166,829 | 794,052 | 2,274,953 | 300,159 | - | - | 259,647 | 205,755 | 151,903 | - | 10,153,298 |
| June | 4,576,891 | 1,047,274 | 2,831,564 | 322,444 | - | - | 259,078 | 178,052 | 196,921 | - | 9,412,224 |
| July | 4,224,440 | 1,125,902 | 2,916,490 | 445,182 | - | - | 316,924 | 137,162 | 225,282 | - | 9,391,382 |
| Aug. | 3,916,219 | 1,165,497 | 2,770,977 | 446,482 | - | - | 409,945 | 181,701 | 197,753 | - | 9,088,574 |
| Sept. | 4,570,972 | 956,053 | 2,290,862 | 382,965 | - | - | 387,769 | 246,352 | 165,065 | - | 9,000,038 |
| Oct. | 5,210,248 | 857,439 | 1,855,108 | 311,777 | - | - | 373,969 | 250,236 | 310,912 | - | 9,169,689 |
| Nov. | 6,715,669 | 628,863 | 1,605,405 | 278,777 | - | - | 345,093 | 168,097 | 99,527 | - | 9,841,431 |
| Dec. | 7,563,509 | 553,538 | 1,595,405 | 181,949 | - | - | 285,771 | 120,433 | 72,428 | - | 10,373,033 |
| TOTAL | 70,878,087 | 9,523,935 | 25,057,794 | 3,505,776 | 0 | 0 | 3,911,277 | 1,999,431 | 1,742,518 | 0 | 116,618,818 |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 181 First Revised Sheet No. 181 : Superseded
 Superseding: Original Sheet No. 181

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Argyle, City of

RATE SCHEDULE: SR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|-----------------|--------|---|---|---|---|---|---|---|---|----|-------|
| Jan. 9,478 | 9,478 | - | - | - | - | - | - | - | - | - | - |
| Feb. 7,399 | 7,399 | - | - | - | - | - | - | - | - | - | - |
| March 6,702 | 6,702 | - | - | - | - | - | - | - | - | - | - |
| April 3,819 | 3,819 | - | - | - | - | - | - | - | - | - | - |
| May 2,436 | 2,436 | - | - | - | - | - | - | - | - | - | - |
| June 880 | 880 | - | - | - | - | - | - | - | - | - | - |
| July 722 | 722 | - | - | - | - | - | - | - | - | - | - |
| Aug. 893 | 893 | - | - | - | - | - | - | - | - | - | - |
| Sept. 1,890 | 1,890 | - | - | - | - | - | - | - | - | - | - |
| Oct. 3,079 | 3,079 | - | - | - | - | - | - | - | - | - | - |
| Nov. 5,184 | 5,184 | - | - | - | - | - | - | - | - | - | - |
| Dec. 8,685 | 8,685 | - | - | - | - | - | - | - | - | - | - |
| TOTAL 51,167 | 51,167 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 182 First Revised Sheet No. 182 : Superseded
 Superseding: Original Sheet No. 182

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES
 PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Great Plains Natural Gas Company

RATE SCHEDULE: CR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|--------------------|-----------|---------|-------|--------|---|---|---|---|---|----|-------|
| Jan. 148,366 | 145,721 | 2,464 | 75 | 106 | - | - | - | - | - | - | |
| Feb. 134,008 | 130,586 | 2,650 | 78 | 694 | - | - | - | - | - | - | |
| March 148,334 | 136,638 | 8,928 | 283 | 2,485 | - | - | - | - | - | - | |
| April 143,580 | 125,024 | 15,419 | 345 | 2,792 | - | - | - | - | - | - | |
| May 126,276 | 79,705 | 42,630 | 232 | 3,709 | - | - | - | - | - | - | |
| June 85,843 | 39,678 | 41,810 | 128 | 4,227 | - | - | - | - | - | - | |
| July 68,406 | 28,958 | 36,733 | 166 | 2,549 | - | - | - | - | - | - | |
| Aug. 69,883 | 22,583 | 42,019 | 94 | 5,187 | - | - | - | - | - | - | |
| Sept. 71,466 | 37,812 | 30,738 | 149 | 2,767 | - | - | - | - | - | - | |
| Oct. 134,958 | 91,861 | 38,261 | 356 | 4,480 | - | - | - | - | - | - | |
| Nov. 126,828 | 94,422 | 29,772 | 252 | 2,382 | - | - | - | - | - | - | |
| Dec. 145,498 | 136,736 | 7,699 | 202 | 861 | - | - | - | - | - | - | |
| TOTAL 1,403,446 | 1,069,724 | 299,123 | 2,360 | 32,239 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 183 First Revised Sheet No. 183 : Superseded
 Superseding: Original Sheet No. 183

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES
 PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Hallock, City of
 RATE SCHEDULE: SR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|---|---|---|---|---|---|---|---|----|-------|
| Jan. 20,604 | 20,604 | - | - | - | - | - | - | - | - | - | |
| Feb. 15,453 | 15,453 | - | - | - | - | - | - | - | - | - | |
| March 12,305 | 12,305 | - | - | - | - | - | - | - | - | - | |
| April 8,484 | 8,484 | - | - | - | - | - | - | - | - | - | |
| May 3,363 | 3,363 | - | - | - | - | - | - | - | - | - | |
| June 1,920 | 1,920 | - | - | - | - | - | - | - | - | - | |
| July 2,027 | 2,027 | - | - | - | - | - | - | - | - | - | |
| Aug. 2,333 | 2,333 | - | - | - | - | - | - | - | - | - | |
| Sept. 3,607 | 3,607 | - | - | - | - | - | - | - | - | - | |
| Oct. 7,979 | 7,979 | - | - | - | - | - | - | - | - | - | |
| Nov. 13,686 | 13,686 | - | - | - | - | - | - | - | - | - | |
| Dec. 19,493 | 19,493 | - | - | - | - | - | - | - | - | - | |
| TOTAL 111,254 | 111,254 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 184 First Revised Sheet No. 184 : Superseded
 Superseding: Original Sheet No. 184

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Hawley, City of

RATE SCHEDULE: CR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|--------|-------|-------|---|---|---|---|---|---|----|-------|
| Jan. 15,500 | 15,000 | - | 500 | - | - | - | - | - | - | - | |
| Feb. 14,600 | 14,000 | - | 600 | - | - | - | - | - | - | - | |
| March 13,500 | 11,700 | - | 1,800 | - | - | - | - | - | - | - | |
| April 8,100 | 6,900 | - | 1,200 | - | - | - | - | - | - | - | |
| May 4,300 | 3,600 | - | 700 | - | - | - | - | - | - | - | |
| June 2,000 | 1,800 | - | 200 | - | - | - | - | - | - | - | |
| July 2,000 | 1,800 | - | 200 | - | - | - | - | - | - | - | |
| Aug. 2,000 | 1,800 | - | 200 | - | - | - | - | - | - | - | |
| Sept. 4,000 | 3,500 | 160 | 340 | - | - | - | - | - | - | - | |
| Oct. 8,500 | 6,900 | 1,600 | - | - | - | - | - | - | - | - | |
| Nov. 13,260 | 11,560 | 930 | 770 | - | - | - | - | - | - | - | |
| Dec. 15,500 | 14,500 | 20 | 980 | - | - | - | - | - | - | - | |
| TOTAL 103,260 | 93,060 | 2,710 | 7,490 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 185 First Revised Sheet No. 185 : Superseded
 Superseding: Original Sheet No. 185

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Northern Minnesota Utilities

RATE SCHEDULE: CR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|--------|---|---------|---|---|---|---|---|----|-------|
| Jan. 133,548 | 133,548 | - | - | - | - | - | - | - | - | - | |
| Feb. 120,624 | 117,333 | 3,291 | - | - | - | - | - | - | - | - | |
| March 128,394 | 95,635 | 7,460 | - | 25,299 | - | - | - | - | - | - | |
| April 93,700 | 74,773 | 6,210 | - | 12,717 | - | - | - | - | - | - | |
| May 63,632 | 45,630 | 5,361 | - | 12,641 | - | - | - | - | - | - | |
| June 31,592 | 25,341 | 5,166 | - | 1,085 | - | - | - | - | - | - | |
| July 33,193 | 20,518 | 9,894 | - | 2,781 | - | - | - | - | - | - | |
| Aug. 31,268 | 18,433 | 6,157 | - | 6,678 | - | - | - | - | - | - | |
| Sept. 57,755 | 32,526 | 6,770 | - | 18,459 | - | - | - | - | - | - | |
| Oct. 81,801 | 58,918 | 6,784 | - | 16,099 | - | - | - | - | - | - | |
| Nov. 117,621 | 84,993 | 7,200 | - | 25,428 | - | - | - | - | - | - | |
| Dec. 133,548 | 127,718 | 5,813 | - | 17 | - | - | - | - | - | - | |
| TOTAL | 835,366 | 70,106 | 0 | 121,204 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 186 First Revised Sheet No. 186 : Superseded
 Superseding: Original Sheet No. 186

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Lake Park, City of

RATE SCHEDULE: SR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|-----------------|--------|--------|---|---|---|---|---|---|---|----|-------|
| Jan. 9,600 | 7,600 | 2,000 | - | - | - | - | - | - | - | - | |
| Feb. 6,850 | 5,850 | 1,000 | - | - | - | - | - | - | - | - | |
| March 6,888 | 5,688 | 1,200 | - | - | - | - | - | - | - | - | |
| April 4,805 | 3,805 | 1,000 | - | - | - | - | - | - | - | - | |
| May 3,564 | 2,364 | 1,200 | - | - | - | - | - | - | - | - | |
| June 2,056 | 1,156 | 900 | - | - | - | - | - | - | - | - | |
| July 1,795 | 795 | 1,000 | - | - | - | - | - | - | - | - | |
| Aug. 1,595 | 945 | 650 | - | - | - | - | - | - | - | - | |
| Sept. 2,864 | 1,664 | 1,200 | - | - | - | - | - | - | - | - | |
| Oct. 5,474 | 3,274 | 2,200 | - | - | - | - | - | - | - | - | |
| Nov. 6,750 | 4,900 | 1,850 | - | - | - | - | - | - | - | - | |
| Dec. 9,350 | 6,700 | 2,650 | - | - | - | - | - | - | - | - | |
| TOTAL 61,591 | 44,741 | 16,850 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 187 First Revised Sheet No. 187 : Superseded
 Superseding: Original Sheet No. 187

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: ANR Pipeline Company

RATE SCHEDULE: CD-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|-------|------------|-----------|------------|-----------|---|---|-----------|-----------|-----------|----|------------|
| Jan. | 5,937,777 | 454,977 | 1,522,995 | 161,581 | - | - | 254,277 | 114,807 | 57,828 | - | 8,504,242 |
| Feb. | 5,237,915 | 408,899 | 1,452,401 | 144,897 | - | - | 225,312 | 74,345 | 42,483 | - | 7,586,252 |
| March | 5,567,380 | 467,204 | 1,626,234 | 183,071 | - | - | 257,625 | 116,801 | 65,442 | - | 8,283,757 |
| April | 4,539,967 | 637,902 | 2,167,914 | 247,889 | - | - | 368,529 | 169,391 | 131,381 | - | 8,262,973 |
| May | 5,219,793 | 594,084 | 2,166,398 | 255,465 | - | - | 158,594 | 111,444 | 66,868 | - | 8,572,646 |
| June | 3,984,554 | 832,547 | 2,753,457 | 308,075 | - | - | 173,447 | 99,113 | 108,197 | - | 8,259,390 |
| July | 3,792,336 | 916,297 | 2,843,647 | 427,774 | - | - | 210,934 | 120,654 | 125,718 | - | 8,437,360 |
| Aug. | 3,523,818 | 966,829 | 2,705,498 | 416,104 | - | - | 323,092 | 137,885 | 85,669 | - | 8,158,895 |
| Sept. | 4,075,259 | 752,676 | 2,225,628 | 350,137 | - | - | 306,470 | 143,707 | 85,748 | - | 7,939,625 |
| Oct. | 4,323,612 | 648,709 | 1,825,524 | 275,021 | - | - | 283,567 | 169,363 | 243,169 | - | 7,768,965 |
| Nov. | 5,291,192 | 470,343 | 1,575,333 | 209,487 | - | - | 252,027 | 128,421 | 99,527 | - | 8,026,330 |
| Dec. | 5,808,766 | 446,361 | 1,556,189 | 181,071 | - | - | 236,656 | 120,433 | 72,428 | - | 8,421,904 |
| TOTAL | 57,302,369 | 7,596,828 | 24,421,218 | 3,160,572 | 0 | 0 | 3,050,530 | 1,506,364 | 1,184,458 | 0 | 98,222,339 |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 188 First Revised Sheet No. 188 : Superseded
 Superseding: Original Sheet No. 188

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES
 PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Montana-Dakota Utilities Company

RATE SCHEDULE: CR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|---------|---|---|---|---|---|---|---|----|-------|
| Jan. 78,200 | 77,209 | 991 | - | - | - | - | - | - | - | - | |
| Feb. 78,400 | 77,782 | 618 | - | - | - | - | - | - | - | - | |
| March 75,100 | 74,395 | 705 | - | - | - | - | - | - | - | - | |
| April 53,500 | 52,939 | 561 | - | - | - | - | - | - | - | - | |
| May 39,400 | 38,859 | 541 | - | - | - | - | - | - | - | - | |
| June 47,900 | 22,205 | 25,695 | - | - | - | - | - | - | - | - | |
| July 49,600 | 17,178 | 32,422 | - | - | - | - | - | - | - | - | |
| Aug. 44,300 | 16,365 | 27,935 | - | - | - | - | - | - | - | - | |
| Sept. 51,300 | 24,858 | 26,442 | - | - | - | - | - | - | - | - | |
| Oct. 44,000 | 33,805 | 10,195 | - | - | - | - | - | - | - | - | |
| Nov. 69,800 | 67,963 | 1,837 | - | - | - | - | - | - | - | - | |
| Dec. 68,100 | 67,294 | 806 | - | - | - | - | - | - | - | - | |
| TOTAL 699,600 | 570,852 | 128,748 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 189 First Revised Sheet No. 189 : Superseded
 Superseding: Original Sheet No. 189

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: New York Mills, City of

RATE SCHEDULE: SR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|---|--------|---|---|---|---|---|---|----|-------|
| Jan. 19,840 | 17,499 | - | 2,341 | - | - | - | - | - | - | - | |
| Feb. 16,198 | 14,187 | - | 2,011 | - | - | - | - | - | - | - | |
| March 12,773 | 10,924 | - | 1,849 | - | - | - | - | - | - | - | |
| April 8,850 | 7,675 | - | 1,175 | - | - | - | - | - | - | - | |
| May 5,715 | 4,823 | - | 892 | - | - | - | - | - | - | - | |
| June 2,368 | 2,083 | - | 285 | - | - | - | - | - | - | - | |
| July 1,916 | 1,686 | - | 230 | - | - | - | - | - | - | - | |
| Aug. 2,083 | 1,833 | - | 250 | - | - | - | - | - | - | - | |
| Sept. 4,212 | 3,495 | - | 717 | - | - | - | - | - | - | - | |
| Oct. 8,836 | 7,747 | - | 1,089 | - | - | - | - | - | - | - | |
| Nov. 14,704 | 13,251 | - | 1,453 | - | - | - | - | - | - | - | |
| Dec. 19,787 | 17,840 | - | 1,947 | - | - | - | - | - | - | - | |
| TOTAL 117,282 | 103,043 | 0 | 14,239 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 190 First Revised Sheet No. 190 : Superseded
 Superseding: Original Sheet No. 190

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES
 PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: North Central Public Service Company

RATE SCHEDULE: CR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|---------|-------|---|---|---|---|---|---|----|-------|
| Jan. 33,790 | 22,641 | 11,149 | - | - | - | - | - | - | - | - | |
| Feb. 30,520 | 19,496 | 11,024 | - | - | - | - | - | - | - | - | |
| March 33,790 | 24,578 | 9,212 | - | - | - | - | - | - | - | - | |
| April 32,700 | 16,982 | 15,718 | - | - | - | - | - | - | - | - | |
| May 25,336 | 10,211 | 13,596 | 1,529 | - | - | - | - | - | - | - | |
| June 20,224 | 4,946 | 14,724 | 554 | - | - | - | - | - | - | - | |
| July 18,695 | 4,069 | 14,185 | 441 | - | - | - | - | - | - | - | |
| Aug. 17,062 | 4,229 | 11,792 | 1,041 | - | - | - | - | - | - | - | |
| Sept. 23,604 | 7,295 | 15,284 | 1,025 | - | - | - | - | - | - | - | |
| Oct. 32,010 | 15,000 | 15,250 | 1,760 | - | - | - | - | - | - | - | |
| Nov. 32,700 | 23,559 | 9,141 | - | - | - | - | - | - | - | - | |
| Dec. 33,790 | 30,320 | 3,470 | - | - | - | - | - | - | - | - | |
| TOTAL 334,221 | 183,326 | 144,545 | 6,350 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet No. 191 First Revised Sheet No. 191 : Superseded
Superseding: Original Sheet No. 191

ELIMINATION OF NORTHERN STATES POWER
INDEX OF END-USE VOLUMES UNDER RATE SCHEDULE CRL-2

Effective November 1, 1984, sales to Northern States Power
under Rate Schedule CRL-2 have been cancelled.

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 192 First Revised Sheet No. 192 : Superseded
 Superseding: Original Sheet No. 192

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Peoples Natural Gas Company

RATE SCHEDULE: CRL-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|-------|-------|--------|---|---|--------|---|---|----|-------|
| Jan. 71,139 | 68,867 | 1,484 | 403 | 385 | - | - | - | - | - | - | |
| Feb. 65,632 | 65,209 | 423 | - | - | - | - | - | - | - | - | |
| March 66,555 | 60,553 | 791 | 249 | 4,962 | - | - | - | - | - | - | |
| April 58,709 | 43,785 | 658 | 239 | 6,459 | - | - | 7,568 | - | - | - | |
| May 41,793 | 28,773 | 505 | 153 | 5,670 | - | - | 6,692 | - | - | - | |
| June 26,175 | 17,565 | 260 | 62 | 3,812 | - | - | 4,476 | - | - | - | |
| July 20,787 | 14,274 | 91 | 57 | 2,436 | - | - | 3,929 | - | - | - | |
| Aug. 19,869 | 12,422 | 214 | 45 | 3,493 | - | - | 3,695 | - | - | - | |
| Sept. 34,105 | 21,975 | 432 | 53 | 5,394 | - | - | 6,251 | - | - | - | |
| Oct. 50,230 | 33,142 | 677 | 76 | 6,952 | - | - | 9,383 | - | - | - | |
| Nov. 65,414 | 50,704 | 1,138 | 119 | 6,760 | - | - | 6,693 | - | - | - | |
| Dec. 72,664 | 72,664 | - | - | - | - | - | - | - | - | - | |
| TOTAL 593,072 | 489,933 | 6,673 | 1,456 | 46,323 | 0 | 0 | 48,687 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 193 First Revised Sheet No. 193 : Superseded
 Superseding: Original Sheet No. 193

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Peoples Natural Gas Company

RATE SCHEDULE: SR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|-----------------|--------|---|-------|---|---|---|---|---|---|----|-------|
| Jan. 11,959 | 11,720 | - | 239 | - | - | - | - | - | - | - | |
| Feb. 12,214 | 12,209 | - | 5 | - | - | - | - | - | - | - | |
| March 10,113 | 10,109 | - | 4 | - | - | - | - | - | - | - | |
| April 8,668 | 8,662 | - | 6 | - | - | - | - | - | - | - | |
| May 4,472 | 4,314 | - | 158 | - | - | - | - | - | - | - | |
| June 2,603 | 2,531 | - | 72 | - | - | - | - | - | - | - | |
| July 3,735 | 3,665 | - | 70 | - | - | - | - | - | - | - | |
| Aug. 4,090 | 3,970 | - | 120 | - | - | - | - | - | - | - | |
| Sept. 5,237 | 5,060 | - | 177 | - | - | - | - | - | - | - | |
| Oct. 8,228 | 7,840 | - | 388 | - | - | - | - | - | - | - | |
| Nov. 12,404 | 11,771 | - | 633 | - | - | - | - | - | - | - | |
| Dec. 14,533 | 14,090 | - | 443 | - | - | - | - | - | - | - | |
| TOTAL 98,256 | 95,941 | 0 | 2,315 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 194 First Revised Sheet No. 194 : Superseded
 Superseding: Original Sheet No. 194

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Perham, City of

RATE SCHEDULE: CR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|---------|--------|---|---|---|---|---|---|----|-------|
| Jan. 40,300 | 29,847 | 10,453 | - | - | - | - | - | - | - | - | |
| Feb. 36,400 | 28,709 | 7,691 | - | - | - | - | - | - | - | - | |
| March 40,300 | 23,457 | 16,478 | 365 | - | - | - | - | - | - | - | |
| April 39,000 | 20,968 | 15,249 | 2,783 | - | - | - | - | - | - | - | |
| May 39,500 | 13,622 | 25,066 | 812 | - | - | - | - | - | - | - | |
| June 33,000 | 10,209 | 22,231 | 560 | - | - | - | - | - | - | - | |
| July 33,300 | 9,433 | 22,351 | 1,516 | - | - | - | - | - | - | - | |
| Aug. 27,300 | 9,073 | 15,987 | 2,240 | - | - | - | - | - | - | - | |
| Sept. 29,000 | 12,581 | 14,767 | 1,652 | - | - | - | - | - | - | - | |
| Oct. 39,300 | 16,045 | 21,417 | 1,838 | - | - | - | - | - | - | - | |
| Nov. 39,000 | 19,765 | 18,099 | 1,136 | - | - | - | - | - | - | - | |
| Dec. 40,300 | 25,720 | 11,266 | 3,314 | - | - | - | - | - | - | - | |
| TOTAL 436,700 | 219,429 | 201,055 | 16,216 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 195 First Revised Sheet No. 195 : Superseded
 Superseding: Original Sheet No. 195

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES
 PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Stephen, City of

RATE SCHEDULE: SR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|-----------------|--------|---|---|---|---|---|---|---|---|----|-------|
| Jan. 12,420 | 12,420 | - | - | - | - | - | - | - | - | - | - |
| Feb. 11,070 | 11,070 | - | - | - | - | - | - | - | - | - | - |
| March 7,850 | 7,850 | - | - | - | - | - | - | - | - | - | - |
| April 5,800 | 5,800 | - | - | - | - | - | - | - | - | - | - |
| May 4,300 | 4,300 | - | - | - | - | - | - | - | - | - | - |
| June 1,550 | 1,550 | - | - | - | - | - | - | - | - | - | - |
| July 1,320 | 1,320 | - | - | - | - | - | - | - | - | - | - |
| Aug. 1,320 | 1,320 | - | - | - | - | - | - | - | - | - | - |
| Sept. 2,200 | 2,200 | - | - | - | - | - | - | - | - | - | - |
| Oct. 4,190 | 4,190 | - | - | - | - | - | - | - | - | - | - |
| Nov. 8,700 | 8,700 | - | - | - | - | - | - | - | - | - | - |
| Dec. 12,555 | 12,555 | - | - | - | - | - | - | - | - | - | - |
| TOTAL 73,275 | 73,275 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 196 First Revised Sheet No. 196 : Superseded
 Superseding: Original Sheet No. 196

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES
 PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Warren, City of
 RATE SCHEDULE: SR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|------------------|---------|--------|---|---|---|---|---|---|---|----|-------|
| Jan. 25,358 | 25,358 | - | - | - | - | - | - | - | - | - | |
| Feb. 22,791 | 22,791 | - | - | - | - | - | - | - | - | - | |
| March 18,456 | 18,456 | - | - | - | - | - | - | - | - | - | |
| April 11,500 | 11,500 | - | - | - | - | - | - | - | - | - | |
| May 4,850 | 4,850 | - | - | - | - | - | - | - | - | - | |
| June 3,570 | 3,570 | - | - | - | - | - | - | - | - | - | |
| July 2,680 | 2,680 | - | - | - | - | - | - | - | - | - | |
| Aug. 13,684 | 3,640 | 10,044 | - | - | - | - | - | - | - | - | |
| Sept. 14,174 | 4,454 | 9,720 | - | - | - | - | - | - | - | - | |
| Oct. 18,844 | 8,800 | 10,044 | - | - | - | - | - | - | - | - | |
| Nov. 26,045 | 16,325 | 9,720 | - | - | - | - | - | - | - | - | |
| Dec. 24,306 | 24,306 | - | - | - | - | - | - | - | - | - | |
| TOTAL 186,258 | 146,730 | 39,528 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective
 FERC Docket: GT91- 25-000

First Revised Sheet No. 197 First Revised Sheet No. 197 : Superseded
 Superseding: Original Sheet No. 197

VIKING GAS TRANSMISSION COMPANY
 INDEX OF END-USE VOLUMES

PRIORITY OF SERVICE CATEGORIES
 (MCF @ 14.73 PSIA)

CUSTOMER: Wisconsin Gas Company

RATE SCHEDULE: CR-2

| Month | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | Total |
|--------------------|---------|---------|---------|---|---|---|---------|---|---|----|-------|
| Jan. 198,400 | 106,176 | 31,901 | 30,196 | - | - | - | 30,127 | - | - | - | |
| Feb. 179,200 | 95,924 | 31,110 | 30,535 | - | - | - | 21,631 | - | - | - | |
| March 188,422 | 80,996 | 30,588 | 37,452 | - | - | - | 39,386 | - | - | - | |
| April 185,367 | 73,762 | 29,970 | 24,407 | - | - | - | 57,228 | - | - | - | |
| May 140,815 | 36,629 | 29,169 | 20,792 | - | - | - | 54,225 | - | - | - | |
| June 119,803 | 25,186 | 30,591 | 16,426 | - | - | - | 47,600 | - | - | - | |
| July 110,996 | 13,789 | 28,179 | 11,946 | - | - | - | 57,082 | - | - | - | |
| Aug. 96,035 | 7,917 | 25,705 | 5,109 | - | - | - | 57,304 | - | - | - | |
| Sept. 106,839 | 14,490 | 24,714 | 4,503 | - | - | - | 63,132 | - | - | - | |
| Oct. 139,145 | 24,468 | 24,952 | 19,952 | - | - | - | 69,773 | - | - | - | |
| Nov. 129,005 | 33,205 | 25,733 | 12,090 | - | - | - | 57,977 | - | - | - | |
| Dec. 161,220 | 60,661 | 29,101 | 22,343 | - | - | - | 49,115 | - | - | - | |
| TOTAL 1,755,247 | 573,203 | 341,713 | 235,751 | 0 | 0 | 0 | 604,580 | 0 | 0 | 0 | |

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

First Revised Sheet Nos. 198 And 199 First Revised Sheet Nos. 198 And 199 : Superseded
Superseding: Orig Sheet Nos. 198 and 199

First Revised Sheet Nos. 198 and 199 are Reserved for Future Use.

Effective Date: 06/01/1991 Status: Effective

FERC Docket: GT91- 25-000

Second Revised Sheet No. 200 Second Revised Sheet No. 200 : Superseded
Superseding: First Revised Sheet No. 200

Second Revised Sheet No. 200 is Reserved for Future Use.

